

CITY OF WATERTOWN, NEW YORK
AGENDA
Monday, March 15, 2021

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, March 15, 2021, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

The City Council meeting is open to the public. All attendees must enter through the Sterling Street entrance and sign in. Each attendee must wear a mask while moving around, but may remove it when seated with 6-foot spacing.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- Resolution No. 1 - Approving Employment Agreement Between the City of Watertown and Ann Marie Saunders, City Clerk
- Resolution No. 2 - Reappointment to the Transportation Commission - Kyle Meehan
- Resolution No. 3 - Reappointment to the Transportation Commission – Dawn Mills
- Resolution No. 4 - Authorizing the City Manager to Enter Into and Execute the Contract with the Housing Trust Fund Corporation for the Downtown Revitalization Initiative Public Art Project
- Resolution No. 5 - Approving the Site Plan for the Construction of a 5,000 Square-Foot Restaurant Building and a 1,233 Square-Foot Order Point Canopy at 1290 Arsenal Street, Parcel Number 8-53-108.100

- Resolution No. 6 - Approving the Contract with Barton & Loguidice, D.P.C. for the Downtown Revitalization Initiative Streetscape Design Project
- Resolution No. 7 - Approving Bureau of Code Enforcement Positions and Re-adoption of the Fiscal Year 2020-21 General Fund Budget
- Resolution No. 8 - Accepting Bid for CDBG Tilden Street-Starbuck Avenue Sidewalk Repair Project
- Resolution No. 9 - Accepting Bid for Chemicals at the Water Treatment Plant, Slack Chemical
- Resolution No. 10 - Accepting Bid for Chemicals at the Water Treatment Plant, Amrex Chemical
- Resolution No. 11 - Accepting Bid for Chemicals at the Water Treatment Plant, Chemical Distributors
- Resolution No. 12 - Accepting Bid for Chemicals at the Water Treatment Plant, Univar Solutions USA
- Resolution No. 13 - Accepting Bid for Chemicals at the Water Treatment Plant, Kemira Water Solutions
- Resolution No. 14 - Accepting Bid for Chemicals at the Water Treatment Plant, Thatcher Company
- Resolution No. 15 - Rejecting Bid for Chemicals at the Waste Water Treatment Plant
- Resolution No. 16 - Accepting Bid for Chemicals at the Waste Water Treatment Plant, Kemira Water Solutions
- Resolution No. 17 - Accepting Bid for Chemicals at the Waste Water Treatment Plant, Slack Chemical
- Resolution No. 18 - Authorizing Sale of 328 Keyes Avenue To Paul Springer

ORDINANCES

LOCAL LAW

PUBLIC HEARING

OLD BUSINESS

STAFF REPORTS

1. Community Development Block Grant (CDBG) 2021-2025 Consolidated Plan and 2021 Annual Action Plan
2. Adjourn Meeting to March 29, 2021

NEW BUSINESS

EXECUTIVE SESSION

1. To discuss proposed, pending or current litigation
2. To discuss Collective Bargaining

WORK SESSION

ADJOURNMENT

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, APRIL 5, 2021.

Res No. 1

March 10, 2021

To: Members of City Council

From: Jeffrey M. Smith, Mayor

Subject: Approving Employment Agreement Between the City of Watertown and
Ann M. Saunders, City Clerk

Attached is a Resolution for Council consideration, along with the
proposed Employment Agreement with City Clerk, Ann M. Saunders.

March 15, 2021

RESOLUTION

Page 1 of 1

Approving Employment Agreement
Between the City of Watertown and
Ann Marie Saunders, City Clerk

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the Charter of the City of Watertown details the Power and Duties of the Watertown City Council, and

WHEREAS in accordance with §20, Paragraph 7, the Council has a duty to enter into a contract with an appointed City Clerk for a period of time, which may, by reason of its duration, bind a future Council to its terms. However, in no event shall any Council enter into any one contract with an appointed City Clerk for a period exceeding two years,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Employment Agreement between the City of Watertown and Ann Marie Saunders, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that Mayor Jeffrey M. Smith is hereby authorized and directed to execute the Employment Agreement on behalf of the City of Watertown.

Seconded by

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____ 2021, by and between the City of Watertown, New York, a municipal corporation having offices at 245 Washington Street, Watertown, New York 13601, hereinafter called "Employer" or "City Council," and Ann Marie Saunders, an individual residing at 212 Green Street, Watertown, New York 13601, hereinafter called "Employee" or "City Clerk."

WITNESSETH

WHEREAS Employer desires to employ the services of Employee as City Clerk of the City of Watertown, as provided for in the Charter of the City of Watertown; and

WHEREAS Employee desires to be employed as City Clerk of the City of Watertown; and

WHEREAS it is the desire of both parties to describe certain Employee benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS it is the desire of the City Council to (1) secure and retain the services of Employee, and to provide inducement for her to remain in such employment, (2) to make possible full work productivity and independence by assuring Employee's morale and peace of mind with respect to future security, and (3) to provide a just means for terminating Employee's service at such time that the City Council may desire,

NOW THEREFORE in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Power and Duties of the City Clerk

The City Council hereby agrees to employ Employee as City Clerk of the City of Watertown to perform the functions and duties specified in the City of Watertown Charter and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign, subject to this Agreement.

Section 2. Term

- A. The term of this Agreement shall be from May 1, 2021 through April 30, 2023.
- B. The City Clerk serves at the pleasure of the City Council and nothing herein shall be taken or construed to prevent, limit or otherwise interfere with the right of the City Council to terminate the services of the City Clerk at any time, subject only to the provisions of Section 3 of this Agreement, when effective.

- C. In the event Employee determines to voluntarily resign as City Clerk before expiration of the term of this Agreement, then Employee shall give the City Council thirty (30) calendar days of advance notice unless the parties agree otherwise.

Section 3. Early Termination and Severance Pay

- A. In the event employment of the City Clerk is terminated other than for just cause (as defined in Section 3(D)), and prior to the expiration of the term of this Agreement, the City Council agrees to pay Employee three months' salary, on a biweekly basis, as a severance. The City will, during the severance payment period, provide continuing medical insurance on the same terms as described in Section 6. Employee shall, upon such termination, also be compensated in a lump sum for all earned vacation calculated at the rate of pay in effect upon termination, less appropriate withholdings.
- B. For purposes of this Section 3, a failure of the City Council to renew the City Clerk's Agreement shall not be deemed a termination entitling the City Clerk to severance pay if the City Council shall notify the City Clerk, in writing, by February 1st of the year requiring renewal, that the Agreement shall not be renewed. If the City Council does not inform the City Clerk by February 1st of the year requiring renewal that the Agreement will not be renewed, then any subsequent failure to renew shall entitle the City Clerk to the Severance Pay called for in Section 3(A).
- C. In the event City Council at any time reduces the salary, compensation, or other benefits of the City Clerk in an amount greater than an applicable across-the-board reduction for all employees of the City, or the City Clerk resigns following a suggestion, either formal or informal, by the City Council that she resign, then in that event the City Clerk may at her option be deemed terminated, and entitled to the benefits as provided in Section 3(A). However, prior to a "deemed" termination, the City Clerk must give the City Council notice of her intention to treat a particular action as a termination and provide the City Council ten (10) days to "cure" any claimed termination.
- D. In the event the City Clerk is terminated for "just cause," the Employer's only obligation to the City Clerk is to pay all compensation and benefits accrued but unpaid at the date of termination. "Just case" is defined as the commission of a crime or other action involving dishonesty or moral turpitude.
- E. Contemporaneously with the delivery of all of the severance pay set forth at Section 3(A) above, the City Clerk shall execute and deliver to Employer a release, releasing Employer from all claims that City Clerk may have against Employer relating to the termination of employment.
- F. The terms of this Agreement shall remain in full force and effect unless and until it expires of its own terms, or is sooner terminated.

Section 4. Salary

For the term of this Agreement, Employer agrees to pay Employee for her services as City Clerk an annual gross salary of \$69,397 from May 1, 2021 through April 30, 2022 and \$71,132 beginning May 1, 2022 and extending through the full term of the Agreement, payable in installments at the same time as other employees of the City of Watertown are paid.

Section 5. Retirement and Deferred Compensation Benefits

- A. The City Clerk shall be covered by the same retirement system as all other non-public safety employees (New York State Employee Retirement System), and will enter the system as a Tier 5 employee.
- B. The City Clerk shall have the option of converting up to 3 sick days and 4 vacation days, per fiscal year, into dollars to be contributed to the Employee's Section 457 deferred compensation plan.
- C. The City Clerk shall have the right to continue health insurance into retirement with the continuing contribution of total premium established at Section 6 of this Agreement.

Section 6. Health Insurance

The Employee shall be covered by the same health plan as all other employees. If Employee elects family healthcare coverage, Employee shall contribute 19% of the total premium for said plan. If Employee elects single healthcare coverage, Employee shall contribute 25% of the total premium for said plan. Deductions for the cost of the premium contribution for the coverage elected by Employee shall be withheld from Employee's installments of salary. Employee shall be permitted to participate in the City's Section 125 Plan.

Section 7. Other Benefits

- A. Vacation: Employee shall earn twenty-two (22) days vacation per year, to be scheduled with consideration of other employees' requests. Employee may, at her option, carry over any unused days of vacation leave in any one given year. Such carryover of vacation leave shall not be cumulative from year to year.
- B. Sick Leave: Employee's accrual of sick leave shall be at the rate of one (1) day per month. Accrued sick leave is not paid out in cash upon termination of employment for any reason.
- C. Holidays: The City of Watertown observes the following holidays:

New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas.

When a holiday falls on a Saturday, Employee shall be given time off on the preceding Friday. When a holiday falls on a Sunday, Employee shall be given time off on the following Monday.

- D. Bereavement: The City of Watertown agrees to provide up to three (3) days of bereavement leave per death in the immediate family. Immediate family is defined as follows: husband, wife, mother, father, son, daughter, brother, sister, grandfather, grandmother, grandson, granddaughter, son-in-law, daughter-in-law, mother or father-in-law, brother or sister-in-law, stepson, stepdaughter.
- E. Maternity Leave: Employee shall be entitled to the same maternity leave benefits which are provided by the City to City Management and Management Confidential employees.

Section 8. Professional Development

Employer agrees to budget for and to pay for professional dues, subscriptions, travel and subsistence expenses of the City Clerk for professional participation and travel, meetings and occasions adequate to continue her professional development. Said participation on City time shall include the International Institute of Municipal Clerks and its dues, New York State Association of City and Village Clerks conference and its dues, and the New York Association of Local Government Records Officers (NYALGRO) and its dues.

Section 9. Performance Evaluation

The City Council shall review and evaluate the performance of the City Clerk as required by the City's Charter. Employer agrees to review base salary and/or other benefits of the City Clerk at the time of each review.

Section 10. Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end, Employee shall be allowed to establish an appropriate work schedule.

Section 11. Residency

For the term of this Agreement, Employee shall remain a resident of the City of Watertown. Employee acknowledges that City residence is a condition of retaining the Office of City Clerk.

Section 12. Indemnification

Employer shall defend and indemnify Employee, in accordance with Section 18 of the New York Public Officers Law, in any action or special proceeding arising from Employee's performance of duties as City Clerk, unless those actions were illegal or otherwise outside the scope of her duties or authority.

Section 13. Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- | | |
|--------------|--|
| (1) EMPLOYER | Mayor of the City of Watertown
Suite 302, City Hall
245 Washington Street
Watertown, NY 13601 |
| (2) EMPLOYEE | Ann Marie Saunders
212 Green Street
Watertown, NY 13601 |

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14. General Provisions

- A. The Agreement shall constitute the entire Agreement between the parties in connection with its subject matter.
- B. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- C. There shall be no changes in this Agreement, unless agreed to in writing and approved by majority vote of the City Council and by Employee.
- D. This Agreement is subject to all provisions of the City Charter of Watertown, New York.

IN WITNESS WHEREOF the City of Watertown has caused this Agreement to be signed and executed on its behalf by its Mayor and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

Date: _____

City of Watertown
Mayor Jeffrey M. Smith

Date: _____

Ann Marie Saunders
Employee

Res Nos. 2 and 3

March 10, 2021

To: The Honorable Mayor and City Council
From: Kenneth A. Mix, City Manager
Subject: Reappointments to the Transportation Commission

The term of the following two individuals on the Transportation Commission will expire and both have expressed an interest in being reappointed:

Kyle Meehan
Dawn Mills

Attached for City Council consideration are resolutions reappointing both to three-year terms, such terms expiring on April 1, 2024.

RESOLUTION

Page 1 of 1

Reappointment to the Transportation
Commission – Kyle Meehan

Council Member COMPO, Sarah V.
Council Member HENRY-WILKINSON, Ryan J.

Council Member RUGGIERO, Lisa A.
Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

RESOLVED that the following individual is reappointed to the Transportation
Commission for a three-year term, such term expiring on April 1, 2024:

Kyle Meehan
1020 Sherman Street
Watertown, NY 13601

Seconded by

RESOLUTION

Page 1 of 1

Reappointment to the Transportation
Commission - Dawn Mills

Council Member

Council Member HENRY-WILKINSON, Ryan J.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

RESOLVED that the following individual is reappointed to the Transportation Commission for a three-year term, such term expiring on April 1, 2024:

Dawn Mills
P.O. Box 179
Brownville, NY 13615

Seconded by

Res No. 4

March 5, 2021

To: The Honorable Mayor and City Council

From: Jennifer L. Voss, Senior Planner

Subject: Authorizing the City Manager to Enter Into and Execute the Contract with the Housing Trust Fund Corporation for the Downtown Revitalization Initiative Public Art Project

The City of Watertown was awarded \$155,000 from the Downtown Revitalization Initiative grant for the Downtown Public Art Project. The City will use the funding to partner with a local arts organization or artist(s) to conceptualize and develop a cohesive group of public art installations which will highlight the beauty of Downtown Watertown and engage visitors. The installations may include paintings or murals, landscapes or earthworks, sculptures, statues, or monuments and will be on public display within the DRI target area. The grant will fund 100% of the project cost, with no match required from the City.

This project will implement an important project identified in the Downtown Revitalization Initiative Strategic Investment Plan. During the DRI planning process, the public expressed a strong interest in the creation of public art downtown in order to enhance the aesthetic quality of the area and attract more visitors.

The City must enter into a Grant Agreement with the New York State Housing Trust Fund Corporation for the project. A copy of the Agreement is attached for City Council review.

The attached resolution authorizes the City Manager to enter into and execute the Grant Agreement with the Housing Trust Fund Corporation and to act on behalf of the City Council in all further matters related to the financial assistance for this project.

March 15, 2021

Page 1 of 1

Authorizing the City Manager to Enter Into and Execute the Contract with the Housing Trust Fund Corporation for the Downtown Revitalization Initiative Public Art Project

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown was awarded \$155,000 in grant funding from the New York State Housing Trust Fund Corporation for a Downtown Public Art Project as part of the Downtown Revitalization Initiative award, and

WHEREAS the funding will be used to partner with a local arts organization or artist(s) to conceptualize and develop a cohesive group of public art installations which will highlight the beauty of Downtown Watertown, and

WHEREAS the art installation will be on display within the DRI target area to enhance the aesthetic quality and attract visitors to the area, and

WHEREAS the City of Watertown must enter into a Grant Agreement with the New York State Housing Trust Fund Corporation for the project,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Downtown Revitalization Initiative Grant Agreement with the New York State Housing Trust Fund Corporation for the Downtown Public Art Project, a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute the Grant Agreement and to act on behalf of the City Council in all further matters related to the financial assistance for this project.

Seconded by

DOWNTOWN REVITALIZATION INITIATIVE
GRANT AGREEMENT

This **AGREEMENT** is made effective as of the 16th day of July 2018, by and between the Housing Trust Fund Corporation ("Corporation"), a public benefit corporation created and existing as a subsidiary of the New York State Housing Finance Agency pursuant to Section 45-a of the New York Private Housing Finance Law (the "PHFL"), with an office at 38-40 State Street, Hampton Plaza, 4th Floor, Albany, New York 12207, and the City of Watertown ("Recipient"), an entity organized and existing under the laws of the State of New York or a unit of general local government, having its principal place of business at 245 Washington Street, Watertown, New York 13601.

WITNESSETH:

WHEREAS, pursuant to Chapter 54, section 1, of the laws of 2017 and reappropriated in the 2018-2019 New York State Special Infrastructure Account, the Corporation is authorized to enter into contracts to provide grants related to a downtown revitalization program designed for transformative housing, economic development, transportation and community projects; and

WHEREAS, the Recipient has applied through the Downtown Revitalization Initiative for funding to complete a project as described in the Strategic Investment Plan and the subsequent award booklet ("Project"); and

WHEREAS, the Recipient has been selected to receive an award of Downtown Revitalization Initiative (DRI) funds to be used for eligible costs to complete the Project ("Project Costs"), in consideration of, among other things, the Recipient undertaking to comply with all the terms and conditions of this Agreement, Chapter 54, section 1, of the laws of 2017 and reappropriated in the 2018-2019 New York State Special Infrastructure Account, and the Corporation's applicable rules, regulations, policies and procedures, as amended from time to time.

NOW, THEREFORE, in furtherance of the Project, and for the consideration herein provided, the parties do mutually covenant and agree as follows:

1. Scope of Work.

The Recipient shall a) complete the Project in accordance with the Awarded Budget & Projected Accomplishments attached as **Schedule A**, and its Administrative Plan attached as **Schedule B**, as modified by the terms of this Agreement or any subsequent amendment approved in writing by the Corporation, and b) adhere to the Awarded Budget & Projected Accomplishments reflected in **Schedule A**. The Recipient represents that it has obtained the managerial and technical capability necessary to undertake and perform the activities described in Schedule A and Schedule B.

2. Term.

The period of performance for all activities assisted pursuant to this Agreement shall commence on the effective date of this Agreement and end on December 31, 2023, ("Term"), unless sooner terminated as provided for herein. Any modification or amendment of the Term must be requested in writing, and approved in writing by the Corporation.

3. Project Costs.

The maximum amount of DRI funds to be provided to the Recipient is One Hundred Fifty Five Thousands Dollars (\$155,000) ("Award"). The Corporation agrees to reimburse the Recipient for Project Costs outlined in

Schedule A. Reimbursable Project Costs shall not exceed the amount of the Award. Any modification, amendment or rescission of Project Costs must be requested in writing, and approved in writing by the Corporation. The Corporation reserves the right to reduce the Award: a) to conform to any revision to which the parties may agree in writing to with respect to the approved DRI projects; or b) if the actual costs for the approved activities are less than those budgeted for in Schedule A. The Corporation shall have no obligation to make disbursements for items other than the eligible items set forth in Schedule A.

4. Forms and Instructions.

Forms and instructions required for the administration of the Project described in this Agreement, and attached schedules, are available online at the following website:
<https://hcr.ny.gov/downtown-revitalization-initiative-dri-forms>

5. Environmental Review.

Prior to the formal commitment or expenditure of the Award, the environmental effects of each Project activity must be assessed in accordance with the State Environmental Quality Review Act (SEQRA) at 6 NYCRR Part 617. An environmental review process must be conducted to identify specific environmental factors that may be encountered during project activities, and to develop procedures to ensure compliance with regulations pertaining to these factors. The Recipient must submit Environmental Review documents as required by the Corporation and outlined in the Environmental Compliance Handbook following grant agreement execution. The Corporation will issue a notice to proceed with Project activities following the submission of complete and accurate Environmental Review documents. No construction or Project activities shall occur prior to receipt of this notice.

6. Equal Opportunity Requirements and Procedures.

Recipient is required to comply with Articles 15-A and 17-B of the New York State Executive Law. These requirements include equal employment opportunities for minority group members and women ("EEO"), and contracting opportunities for certified minority and women-owned business enterprises ("MWBs") and Service-Disabled Veteran-Owned Businesses ("SDVOBs"). Recipient's demonstration of "good faith efforts pursuant to 5 NYCRR §142.8 shall be a part of these requirements.

The Recipient will promote and assist the participation of certified M/WBEs and SDVOBs as outlined and in accordance with Participation by Minority Group Members, Women and Service Disabled Veterans with Respect to State Contracts: Requirements and Procedures attached as **Schedule C**.

7. Wage and Hour Provisions.

If the Program includes public work contracts covered by Article 8 of the New York Labor Law or a building service contract covered by Article 9 thereof, neither contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, a contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, the contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the Corporation of any approved sums due and owing for completed work.

8. Reports.

During the Term, the Recipient shall, at such times and in such form as the Corporation may require, furnish the Corporation with periodic reports pertaining to the Project, and the costs and obligations incurred in connection therewith, and any other matters covered by this Agreement.

9. Records.

The Recipient shall keep and maintain complete and accurate books, records and other documents as shall be required under applicable State and Federal rules and regulations, and as may be requested by the Corporation to reflect and fully disclose all transactions relating to the receipt and expenditure of the Award and administration of the Project. All such books, records and other documents shall be available for inspection, copying and audit during the term and for seven (7) years following the final disbursement of the Award by any duly authorized representative of the State or Federal Government.

10. Performance Review.

The Corporation will conduct periodic reviews in such manner and at such times as it shall determine for the purpose, among other things, of ascertaining the quality and quantity of the Recipient's activities, as well as their conformity to the provisions of this Agreement, and the financial integrity and efficiency of the Recipient. Such reviews may be conducted without prior notice.

11. Notice of Investigation or Default.

The Recipient shall notify the Corporation within five (5) calendar days after obtaining knowledge of: a) the commencement of any investigation or audit of its activities by any governmental agency; or b) the alleged default by the Recipient under any mortgage, deed of trust, security agreement, loan agreement or credit instrument executed in connection with the Project; or c) the allegation of ineligible activities, misuse of the Award, or failure to comply with the terms of the Recipient's approved application. Upon receipt of such notification, the Corporation may, in its discretion, withhold or suspend payment of some or all of the Award for a reasonable period of time while it conducts a review of the Project's activities and expenditures.

12. Supporting Documentation.

All expenditures made from the Award pursuant to this Agreement shall be supported by written bids, written contracts, billings, bank documents and any other documentation that the Corporation may request, at any time, as outlined in Schedule A and Schedule B to establish that the Award has been used in accordance with the terms of this Agreement.

13. Disbursement.

- (a) The Recipient shall not request disbursement of funds under this Agreement until the Award is needed for reimbursement of costs or payment of incurred eligible Project Costs with prior written approval. The Corporation shall have no obligation to make disbursements for items other than eligible Project Costs, as herein defined in Schedule A and Schedule B. In-kind services and cash payments are not eligible Project Costs. Disbursement to vendors for completed construction activities will only be made subsequent to a notice to proceed issued by the Corporation following the submission of complete and accurate Environmental Review documents.
- (b) The Recipient shall submit to the Corporation requests for disbursements in such form and manner and at such times as the Corporation may require following procedures outlined in Schedule A, Schedule B and Commitment & Disbursement Procedures for Local Program Administrators. Each such request shall
 - be submitted electronically to Disbursements@nyshcr.org with forms and supporting documentation;
 - be certified by an officer of the Recipient and, where required by the Corporation, by a licensed architect or engineer retained by the Recipient; and
 - constitute an affirmation that the representations and warranties contained in Section 14 hereof remain true and correct on the date thereof.
- (c) Funds shall be transferred to the Recipient through an Automated Clearing House (ACH), i.e. direct deposit, procedure. As the Award is paid to the Recipient it shall be disbursed to the owner, contractor or vendor within five (5) business days of electronic deposit, except where such funds are to reimburse the Recipient for payments already disbursed to the contractor or vendor. In its discretion, the Corporation may make such disbursements, directly to the contractor or vendor, and the execution of this Agreement by the Recipient shall constitute an irrevocable direction and authorization to so disburse the Award. No

further direction or authorization from the Recipient shall be necessary to warrant such direct disbursement, and all such disbursements shall satisfy, pro tanto, the obligations of the Corporation.

14. Representations and Warranties.

The Recipient represents and warrants to the Corporation that:

- (a) It is an entity organized and existing under the laws of the State of New York or it is a unit of local government and is authorized to enter into this Agreement and the transactions contemplated hereby.
- (b) If applicable, it has secured commitments for any such additional funds sufficient to complete the Project.
- (c) There is no pending or threatened litigation that might affect the Recipient's ability to comply with this Agreement or complete the Project.
- (d) The transactions contemplated hereby do not violate any applicable law or the certificate of incorporation, charter, by-laws or any other legal instrument affecting the Recipient.
- (e) The Project, to the extent necessary, has been approved by all governmental authorities which have jurisdiction over the Recipient, the Project or any construction performed in connection therewith.
- (f) All construction, if any, heretofore performed in connection with the Project has been performed within the perimeter of the Target Area, identified in the Strategic Investment Plan and summarized in Schedule A, and in accordance with all laws, ordinances, rules, orders, regulations and requirements of any governmental authority having jurisdiction over the Recipient, the Project or any construction performed in connection therewith (any of the foregoing a "Requirement," collectively "Requirements"), and with any restrictive covenants applicable to the Assisted Property, and the intended use of the Assisted Property complies with all applicable zoning ordinances, regulations and restrictive covenants.
- (g) Any other information contained herein or heretofore provided to the Corporation by the Recipient is true and correct in all respects, and accurately represent the condition of the Project and of the Recipient as of the respective dates thereof, no materially adverse change has occurred in the condition of the Project or the financial conditions of the Recipient since the respective dates thereof, and the Recipient has neither received, nor made application for nor received commitments for, any additional grants or loans, other than those specified in Schedule A.
- (h) There is no default on the part of the Recipient under this Agreement or under any other instrument executed in connection with the Project or with any other program funded by New York State Homes and Community Renewal or the Corporation, and no event has occurred and is continuing which notice or the passage of time would constitute an event of default thereunder.
- (i) This Agreement and all other instruments executed in connection with the Project will be, upon execution thereof, legal, valid and binding instruments enforceable against the Recipient in accordance with its terms.

15. Covenants of the Recipient.

The Recipient covenants as follows:

- (a) It will comply promptly with any requirement and furnish the Corporation, upon request, with official searches made by any governmental authority.
- (b) It will cause all conditions hereof to be satisfied in a timely manner and will comply with all Project requirements and guidelines, as well as any applicable State and Federal laws and regulations, as amended.
- (c) It will, upon demand, correct any defect in the Project or any departure from Schedule A not approved in writing by the compliance with this covenant with respect to any such defects or departures from Schedule A.
- (d) It will place at any construction site a sign, the form of which shall have been approved by the Corporation, identifying the participation of the Governor of the State of New York and the Corporation in the financing of the Project, which sign shall be of a size and in a location so as to be visible from outside the construction site, as approved by the Corporation.
- (e) It will execute all such instruments and documents that the Corporation may require for the purpose of effectuating the provisions of this Agreement.

16. Insurance.

During the Term, the Recipient shall take all adequate measures to safeguard against the risk of liability for injuries or death of employees of the Recipient, contractors and subcontractors, and of any other persons. The Recipient shall provide the Corporation with an insurance certificate for comprehensive general liability coverage in a minimum amount of one million dollars naming the Corporation and the State of New York as additional insureds, together with certificates for automobile insurance, fire insurance, workers' compensation and disability benefits. All certificates shall be with a New York State licensed carrier of insurance. Within two (2) business days of having received any notice of non-renewal, cancellation, termination, or rescindment for any type of insurance required herein, the Recipient shall provide the Corporation with a copy of such notice, either by facsimile or email (in pdf format) to the signatory hereof, together with an explanation of any efforts taken to reinstate such coverage. The Recipient may not cancel, terminate or fail to renew any insurance policy required herein, unless and until the Recipient has received the Corporation's written consent thereto.

17. Contract Supervision.

It is agreed that the services to be performed under this Agreement shall be subject to the overall administration, supervision and direction of the Corporation and that the Corporation may periodically call meetings which shall be attended by Recipient.

18. Required Cooperation.

The Recipient agrees to cooperate with the Corporation for all of the purposes of this Agreement to assure the expeditious and satisfactory completion of the Project. The Recipient also agrees to complete promptly all forms and reports as may from time to time be required by the Corporation and/or the State of New York in the proper administration and performance of said services. The Recipient further agrees that the Corporation may modify this Agreement as may be deemed necessary by the Corporation, to best make use of the Corporation's funding sources available for this Project.

19. Default.

- (a) If an Event of Default as defined below shall occur, all obligations on the part of the Corporation to make any further payment of the Award shall, if the Corporation so elects, terminate and the Corporation may, in its discretion, exercise any of the remedies set forth herein; provided, however, that the Corporation may make any payments after the happening of an Event of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment.
- (b) The following shall constitute an Event of Default hereunder:
 - (i) if the Recipient fails, in the reasonable opinion of the Corporation, to comply with or perform any provision, condition or covenant contained in this Agreement, any applicable State or Federal law or regulation, or the Project policies and procedures established by the Corporation;
 - (ii) if at any time any representation or warranty made by the Recipient shall be incorrect or materially misleading;
 - (iii) if the Recipient has failed to commence the Project in a timely fashion or has failed to complete the Project within the Term as set forth in Section 2.
- (c) Upon the happening of an Event of Default, the Corporation may, in its discretion, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of such remedies shall not preclude the Corporation from pursuing any other remedies contained herein or otherwise provided at law or in equity:
 - (i) Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice.
 - (ii) Commence a legal or equitable action to enforce performance of this Agreement.
 - (iii) Withhold or suspend payment of the Award.
 - (iv) Exercise any corrective or remedial action, to include, but not be limited to, advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the

Recipient to reimburse the Corporation for the amount of the Award expended or used in an unauthorized manner for an unauthorized purpose.

- (d) In the event this Agreement is terminated by the Corporation for any reason, or upon the closeout of the Project, unless the Recipient obtains the prior written consent of the Corporation to the contrary, any unspent Award held by the Recipient shall immediately be turned over to the Corporation, and the Corporation shall have no further liability or obligation under this Agreement; provided, however, that nothing herein is intended to relieve the Corporation of its obligation to pay for services properly performed by the Recipient prior to such termination. Notwithstanding any such termination or closeout, the Recipient shall remain liable to the corporation for any unspent Award, the expenditure or use of the Award in a manner or for a purpose not authorized by this Agreement, or damages as a result of any breach of this Agreement by the Recipient. The Corporation shall have the right, at any time prior or subsequent to any such termination or closeout, to pursue any and all available remedies, including seeking injunctive or other equitable relief, to enforce the provisions of this Agreement and to recover the Award that is unspent, expended or used in an unauthorized manner or for an unauthorized purpose.

20. Indemnification.

To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the Corporation and its agents and employees from and against any and all claims, actions, damages, losses, expenses and costs of every nature and kind, including reasonable attorneys' fees, incurred by or asserted or imposed against the Corporation, as a result of or in connection with the Program. All money expended by the Corporation as a result of such claims, actions, damages, losses, expenses and costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately and without notice due and payable by the Recipient to the Corporation.

21. Non-liability

Nothing in this Agreement or arising out of the development or operation of the Project shall impose any liability or duty whatsoever on the Corporation, the State of New York or any of its agencies or subdivisions.

22. Subcontracts

The Recipient shall:

- (a) require any participating Subrecipient, contractor, subcontractor, or agent ("Third Party") to comply with all applicable Federal, State and Local laws and regulations;
- (b) adopt and perform such review and inspection procedures as are necessary to ensure compliance by a Third Party with all applicable Federal, State and Local laws and regulations;
- (c) require any Third Party to indemnify the Corporation and the Recipient against any and all claims arising out of the Third Party's performance of work;
- (d) remain fully obligated under this Agreement notwithstanding its designation of a Third Party to undertake all or any portion of the Project.

23. No Commitment Beyond Term.

The Recipient shall not enter into any contract, lease, loan or other agreement, the terms or effect of which shall commit the use of the Award received pursuant to this Agreement for a use not authorized by the terms of this Agreement or for a period prior to commencement of the Term or subsequent to the termination of this Agreement, unless the Recipient obtains the prior written consent of the Corporation.

24. Assignment.

The Recipient may not assign any right granted to it under this Agreement or delegate any obligation imposed on the Recipient herein without the prior written consent of the Corporation, and any purported assignment or delegation without the Corporation's prior written consent shall be void. No such assignment or delegation consented to by the Corporation shall be effective until the proposed assignee or delegatee (the "Assignee"), as the case may be, shall execute, acknowledge and deliver to the Corporation an agreement pursuant to which

the Assignee shall assume the obligations imposed on the Recipient by this Agreement. This Agreement shall inure to the benefit of the successors and permitted assigns of the parties hereto.

25. Severability.

Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be invalid, unenforceable, illegal, or in conflict with any law, the validity, legality, and enforceability of the remaining portions shall not be affected or impaired.

26. Property Release.

To permit the Corporation to publish photographs of Assisted Property for promotional or public relation purposes, the Recipient agrees to obtain a written consent, in the form provided by the Corporation, from each owner of an Assisted Property, which it will provide to the Corporation upon request.

27. Notice.

All notices or other communications with respect to the subject matter of this Agreement shall be in writing and shall be deemed to have been given when personally delivered or sent by certified mail, return receipt requested, to the parties at the addresses first set out herein, or at such other address of which the receiving party shall have notified the sending party, except that notice of such change or address shall be deemed to have been given when it is received.

28. Miscellaneous.

- (a) No action shall lie or be maintained against the State of New York or the Corporation upon any claim based upon or arising out of this Agreement or the work performed hereunder or anything done in connection herewith, unless such action shall be commenced within six (6) months after the termination of this Agreement, or one (1) year from the accrual of the cause of action, whichever is earlier.
- (b) If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application thereof to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and enforceable to the fullest extent permitted by law.
- (c) Any action to be taken or consents to be given by the Corporation hereunder may be taken or given by a representative or agent designated by the Corporation for such purpose. All consents and approvals to be given by the Corporation hereunder must be in writing.
- (d) The captions and headings of the various sections herein are for convenience only and do not, and shall not be deemed to, define, limit or construe the contents of such sections.
- (e) This Agreement, including the attached schedules, constitutes the entire agreement between the parties and supersedes all prior oral and written agreements with respect to the Project.
- (f) This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York.
- (g) This Agreement may be executed in any number of counterparts or duplicates, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

29. Schedules.

The following schedules are hereby incorporated into this Agreement and the Recipient, shall adhere to the provisions contained therein:

Schedule A - Awarded Budget & Projected Accomplishments

Schedule B - Administrative Plan

Schedule C - Participation by Minority Group Members, Women and Service Disabled Veterans with Respect to State Contracts: Requirements and Procedures

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

Housing Trust Fund Corporation

By: _____
Crystal Loffler
President, Office of Community Renewal

City of Watertown

By: _____
Kenneth Mix
City Manager

STATE OF NEW YORK)

COUNTY OF _____) ss.:

On the _____ day of _____, in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Schedule A
Awarded Budget & Projected Accomplishments
City of Watertown
Downtown Public Art Project

SHARS ID: 20180129

Award Budget

<u>Funding Source</u>	<u>Amount</u>
Downtown Revitalization Initiative Award	\$ 155,000

DRI Activity Budget Detail

<u>Activity</u>	<u>Amount Not to Exceed</u>
Public Art Installation	\$ 155,000

Target Area

The City of Watertown's Downtown Revitalization Initiative Study Area.

Projected Accomplishments

The City of Watertown will install a cohesive group of public art strategically placed around Downtown that will highlight the beauty of Watertown and engage visitors.

Schedule B
Downtown Revitalization Initiative Administrative Plan
City of Watertown
Downtown Public Art Project

SHARS ID: 20180129

The City of Watertown was awarded a Downtown Revitalization (DRI) grant to develop a cohesive group of public art installations to be installed in a manner which will highlight the beauty of Downtown Watertown and engage visitors. Public art installations of one or more can include paintings and murals, landscapes and earthworks, sculptures, statues and monuments. The works shall be on public display within the DRI target area

1. Program Development

1. a. Administrative Structure

The City of Watertown (“City”) will serve as administrator for the DRI Public Art Project. The City Planning and Community Development Department is responsible for the overall program administration, while the City Comptroller is responsible for all of the program financial transactions.

The City will develop a Call for Artists or Request for Proposal (RFP) for the project. The RFP will require artists to submit their qualifications and experience along with potential design concepts for the public art installation. An Artist will be selected for the project by a project selection committee as further described below. The City will partner with the chosen Artist through a contract that outlines the expectations and formal requirements for the project. The Artist will be responsible for assisting the City with meeting all program requirements for the installation of permanent artwork in the Public Square area. The Artist will be responsible for the design, creation, construction and installation of one or more signature sculptures or monuments within the Public Square or DRI target area. The contract will outline the roles and responsibilities of the Artist in order to ensure compliance with the terms and conditions of the DRI Public Art project grant agreement between the Housing Trust Fund (HTF) and the City, all applicable rules, regulations, policies and procedures.

1. b. Marketing Plan

The City will solicit artists and conduct outreach for the Public Art Project through Legal Notices, Press Releases and Social Media, as appropriate, that invite proposals from qualified artists and invite the public to share their thoughts and ideas on the proposed art concepts and locations.

The City will retain distribution lists, public notices and other documentation of outreach efforts to engage the public. All notices will be kept in the program files.

1. c. Financing Structure

The City will use \$155,000 in DRI funds to pay the Artist(s) to design and create one or more permanent public art pieces that enhance and strengthen the Downtown Revitalization Initiative area.

Eligible costs include the final design and soft costs related to the creation of one or more art installations, artist fees, as well as costs associated with the construction and permanent installation of one or more pieces.

Eligible uses of funds may also include sidewalks, permanent landscaping, fences and foundations associated with the permanent art installation. Permanent seating for viewing the public art pieces will be an eligible use of funds, as long as all pieces are viewable from the public right-of-way.

Ineligible use of funds:

- Repayment of debt used for the equity portion of the project.
- Appliances, business equipment and non-permanent fixtures.
- Septic systems, parking lots, or general maintenance.
- Work that in the City's opinion is inconsistent or detracts from the character of the DRI District, or that is otherwise reasonably objective.
- Projects that do not further the priorities of the City's Downtown Revitalization Initiative.

The City reserves the right to determine whether the proposed project meets the goals and intent of the Art program.

Payment will be made directly to the Artist by the City, after each phase of the project has been completed. All costs submitted by the Artist for reimbursement will be documented on invoices showing a detailed breakdown of expenditures to ensure cost reasonableness. Costs incurred prior to the effective date of the grant agreement will not be eligible for reimbursement.

The City will request reimbursement at the conclusion of each phase of the project after all costs are paid for and proper documentation is provided. Documentation will include invoices from the Artist detailing the work completed and amount and payment documentation by the City.

1. d. Project Review & Selection Process

The City will create a Call for Artists or Request for Proposals to collect proposals for the project. The submittal requirements for the proposals will include background information on the artist such as educational and professional experience. Submittal requirements will also include conceptual designs of the artwork or sculpture proposed for the DRI area, examples of previous work, references and an estimated project cost. A Project Review Committee will be formed to provide oversight of the project/process, to give insight on the concepts, designs, and locations and to assist with the selection of an artist for the project. The planned members of the Committee include a representative from the City Council, the Planning Director and Senior Planner, as well as involved staff members from other departments or other members of the community as appropriate.

The Proposals will be reviewed and ranked by the Project Review Committee based on artistic excellence as evidenced by submitted materials; professional experience; compatibility with

Downtown and the DRI area, cost reasonableness and ability to stay within the budget as well as relevance to the City of Watertown for the implementation of this grant.

The Committee will be responsible for narrowing the number of artists down to two or three depending on the number of proposals received. Prior to final selection by the Committee, the top design choices will be placed in an online survey in order to gain input from the public. A recommendation based on feedback from the committee and public will be submitted to the City Council for final approval.

The City will retain clear documentation on the designs submitted for consideration for permanent installation. The documentation will include copies of the proposals, proposed designs, cost estimates and meeting minutes from the meetings with the Artist.

Once chosen, the City will enter into a contract with the Artist, detailing program requirements such as eligible and ineligible use of funds, project timeline, payment structure, insurance requirements and creation of a maintenance manual for the artwork. The contract will outline the roles and responsibilities of the Artist in order to ensure compliance with the terms and conditions of the DRI Public Art project grant agreement between the Housing Trust Fund (HTF) and the City, all applicable rules, regulations, policies and procedures.

Procurement

Procurement will be done through the Call for Artists or Request for Proposals and the selection will be based on cost reasonableness and ability to meet project requirements. A minimum of two proposals for the project for all work and materials must be obtained through the RFP process and will be reviewed by the City to ensure reasonableness of project cost. The procurement process must be free of collusion or intimidation, and the City will exercise appropriate oversight over the entire process to ensure that it is fair, efficient, and free of actual and perceived conflicts of interest.

1. e. Housing Trust Fund Corporation Approval

Prior to being finalized, the final design and budget for the art installation(s) will be submitted to Housing Trust Fund Corporation (HTFC) for review and approval.

The submission to HTFC will include:

- Contract between the City and the chosen artist
- Project scope of work and final designs
- Project cost estimates
- Total project cost
- Proposed payment structure
- Projected outcomes, e.g. number of art pieces
- Environmental Compliance Checklist and supporting documentation

2. **Project Development**

2. a. Environmental Review

Prior to the commitment or expenditure of program funds, the environmental effects of each activity will be assessed in accordance with the State Environmental Quality Review Act (SEQR). The City will submit all required environmental review paperwork according to the requirements outlined in the HTFC Environmental Compliance Handbook.

2. b. Work Write-up / Scope of Work

A formal written scope of work or description of the use of funds is required. The scope of work for the project must address:

Examples:

- Proposed architectural and landscape design;
- Schedule for implementation;
- Siting concerns (utilities, etc);
- Detailed sources and use budget;
- Installation plan;
- Long term maintenance plan; and
- Considerations for safety and security

The City will work with the Artist to develop the formal project scope of work and explain program requirements related to design, environmental hazards, siting, etc The scope of work will be included in the City's contract with the artist.

The City will be responsible for coordinating with local code officials, the State Historic Preservation Office, and other regulators. If needed, additional experts will be consulted.

3. **Construction Management/Quality Control**

3. a. Construction Monitoring

The City retains the right to inspect or audit work in progress at any point. The City will perform periodic inspections of installation activities to monitor adherence with program rules, environmental hazard compliance, and general project progress. These visits will be documented in City project files.

3. b. Final Inspection

A final inspection or review by the City will be conducted for each art installation. A final report or reconciliation will be submitted to HTFC to formally document completion of project activities.

4. **Financial Management**

The City's chief financial officer will be responsible for all financial transactions under this contract. The City has a written policy on internal controls, and will use this policy to determine the process for review and approval of requests for disbursement of funds from HTFC. An Authorized Signature Form will be completed to designate the representative(s) authorized to sign disbursement requests and will reflect the City's written policy on internal controls.

5. Ongoing Maintenance / Regulatory Term

Once the installations are complete, they will become property of the City. All maintenance and long term care will be taken over by City maintenance crews for the life of the project. As part of the Grant Agreement, the Artist will be required to submit a maintenance manual detailing the required maintenance of the artwork over time.

6. Program Compliance

6. a. Conditions

Housing Trust Fund Corporation reserves the right to change or disallow aspects of the project and may make such changes conditions of its commitment to provide funding to a project or program. The City will address any additional requirements or conditions of approval.

6. b. Covenants of the Recipient

The City will comply with all applicable statutes, guidelines, regulations, policies and procedures of the program. Any defect or departure from the approved Administrative Plan will be requested and approved in writing. The City will refer to the Grant Agreement and associated schedule(s) for a summary of the awarded program activities, budget and projected accomplishments.

7. Conflicts of Interest

Municipalities must adhere to Article 18, "Conflicts of Interest of Municipal Officers and Employees," of the NYS General Municipal Law.

Under certain circumstances, an applicant for State or federal funding may have a "conflict of interest". For example, a conflict of interest may be present if the artist applicant is related to an employee, City Council member, Selection Committee member, or elected official of the DRI Community. There are other cases where a conflict of interest may also be present. Artist applicants will be required to complete a Conflict of Interest Disclosure Form to determine if a conflict of interest exists. If a conflict of interest does exist, the DRI Community will make a formal determination and provide it to HTFC staff to document the decision.

The City cannot accept proposals from artists for work as part of this project from:

- a. A Selection Committee Member.
- b. A City Council Member, City staff or members of their immediate family.
- c. An immediate family member includes: a spouse, child, step-child, parent, step-parent, sibling, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, or daughter-in-law.

The Artist, once selected, cannot obtain proposals for work or materials as part of the project from:

- d. A Selection Committee Member.
- e. A City Council Member, City staff or members of their immediate family.
- f. An immediate family member includes: a spouse, child, step-child, parent, step-parent, sibling, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, or daughter-in-law.

Perceived or actual conflicts of interest may arise when certain individuals have access to inside information regarding the award of a contract or purchase of materials. If a conflict of interest appears to exist prior to commencing the project, the City and its attorney will review the potential conflict of interest with the HTFC for final determination. Under certain circumstances, an applicant may request a waiver to participate in the program.

Schedule C

Participation By Minority Group Members, Women And Service Disabled Veterans With Respect To State Contracts: Requirements And Procedures

I. General Provisions

- A. The Housing Trust Fund Corporation (HTFC) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“MWBE Regulations”), and New York State Executive Article 17-B and 9 NYCRR Section 252 (“SDVOB Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. Recipient agrees, in addition to any other nondiscrimination provision of this agreement and at no additional cost to the HTFC, to fully comply and cooperate with the HTFC in the implementation of New York State Executive Laws Article 15-A and 17-B. These requirements include equal employment opportunities for minority group members and women (“EEO”), and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”) and Service-Disabled Veteran-Owned Businesses (“SDVOBs”). Recipient’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VI of this Schedule or enforcement proceedings as allowed by this Agreement.

II. Contract Goals

- A. For purposes of this Agreement, the HTFC hereby establishes a goal of, 10% for Minority-Owned Business Enterprises (“MBE”) participation and 10% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs and SDVOBs on this Agreement and achieving the Contract Goals established in Section II-A, Recipient should reference the directory of New York State Certified MBWEs found online, here:

<https://ny.newnycontracts.com/> and certified SDVOBs found online, here:
<https://online.ogs.ny.gov/SDVOB/search>
- C. Additionally, Recipient is encouraged to contact the Division of Minority and Woman Business Development’s assigned Compliance Officer to discuss additional methods of maximizing participation by MWBEs on this Agreement.
- D. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Recipient must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this Agreement. In accordance with section 316-a of Article 15-A and 5 NYCRR §142.13, Recipient acknowledges that if Recipient is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in this Agreement, such a finding constitutes a breach of contract and Recipient shall be liable to the HTFC for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

- A. Recipient agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development. If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Recipient shall comply with the following provisions of Article 15-A:
1. Recipient and its subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 2. The Recipient and its subcontractors shall submit an EEO policy statement (form available) to the HTFC with its Bid Solicitation Plan in accordance with the NYS Homes and Community Renewal (HCR)'s Office of Economic Opportunity and Partnership Development procedures. If Recipient or its subcontractors do not have an existing EEO policy statement, a sample form can be found on the HCR website.
 3. Recipient's EEO policy statement shall include the following language:
 - a. The Recipient or its subcontractors will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Recipient shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The Recipient shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Recipient's obligations herein.
 - d. The Recipient will include the provisions of sections (a) through (c) of this subsection, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with this Agreement.
 4. Recipient or its subcontractors will comply with both Executive Law Article 15A and Executive Law Article 15, including, but not limited to Section 296.

IV. Contractor Bid Solicitation Plan

- A. The Recipient represents and warrants that Recipient will submit a Contractor Bid Solicitation Plan either prior to, or within 60 days of work being assigned and described under this Agreement or subsequent work order hereunder.
- B. Recipient agrees to use such Contractor Bid Solicitation Plan to outline marketing and outreach efforts planned to expand contracting opportunities for certified MWBEs on this project pursuant to the prescribed MWBE goals set forth in Section II-A of this Appendix.

- C. Recipient further agrees that a failure to submit and/or use such Contractor Bid Solicitation Plan shall constitute a material breach of the terms of this Agreement. Upon the occurrence of such a material breach, the HTFC shall be entitled to any remedy provided herein, including but not limited to, a finding of Recipient non-responsiveness.

V. Request for Waiver

- A. If the Recipient, after making good faith efforts, is unable to comply with the MWBE goals, the Recipient may submit a Request for Waiver (Form PROC-3) documenting good faith efforts by the Recipient to meet such goals. If the documentation included with the waiver request is complete, the Agency(ies) shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- B. If HTFC, upon review of the Bid Solicitation Plan, and other supporting documentation including the Bid Solicitation Log and Certification of Good Faith Efforts Utilization Plan determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regard to such non-compliance, the Agency(ies) may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Liquidated Damages

In accordance with section 316-a of Article 15-A and 5 NYCRR §142.13, the Recipient acknowledges that if Recipient is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, that such a finding constitutes a breach of Contract and the Agency(ies) may withhold payment from the Recipient. Such liquidated damages shall be calculated as an amount equaling the difference between (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

VII. Reporting

Recipient is required to submit the related Project Detail Sheet and Affirmation of Income Payment to MBE/WBE and/or SDVOB at the time of a related request for reimbursement.

VIII. Forms

The required forms can be found on the HCR website at <https://hcr.ny.gov/downtown-revitalization-initiative-dri-forms>.

Res No. 5

March 5, 2021

To: The Honorable Mayor and City Council

From: Michael A. Lumbis, Planning and Community Development Director

Subject: Approving the Site Plan for the Construction of a 5,000 Square-Foot (SF) Restaurant Building and a 1,233.6 SF Order-Point Canopy at 1290 Arsenal Street, Parcel Number 8-53-108.100

Clint Mattson of Chick-fil-A, Inc., has submitted a request for the above subject Site Plan Approval.

The City Planning Board reviewed the request at its meetings held on February 2, 2021 and March 2, 2021 and voted to recommend that the City Council approve the site plan with the conditions listed in the resolution. The Planning Board reviewed the project twice due to concerns related to internal vehicular circulation, which the applicant team addressed in its resubmission. Attached are excerpts from the Planning Board meeting minutes.

The original Staff Reports prepared for the Planning Board, the Site Plan application, original drawings and other related materials were all previously sent to Council as part of the February and March Planning Board agenda packages. The applicant subsequently submitted revised materials on March 1, 2021, which Staff has included in this package. The complete application package is also available in the online version of the City Council agenda.

The Jefferson County Planning Board reviewed the proposal at its meeting held on January 26, 2021, pursuant to New York State General Municipal Law Section 239-m, and adopted a motion finding that the project does not have any significant County-wide or intermunicipal issues and is of local concern only.

The Council will note that this site plan required an Area Variance to reduce the setback from 50 feet to 31.8 feet on the western side of the parcel. The City's Zoning Board of Appeals granted the Area Variance at its February 17, 2021 meeting.

The project is subject to review under the State Environmental Quality Review Act (SEQRA). In order to avoid segmenting the SEQRA review, the Council must consider the environmental effects of both the Site Plan and the Area Variance when it completes Part 2 of the Short Environmental Assessment Form (EAF). Ordinarily, an Area Variance to reduce setback requirements would be a Type 2 Action and would not require any evaluation under SEQRA. However, in this case, it is closely related enough to an Unlisted Action (the site plan) to be considered part of the "Whole Action."

The resolution prepared for City Council consideration approves the site plan submitted to the City Planning Department on February 22, 2021 with the conditions listed in the resolution.

RESOLUTION

Page 1 of 3

Approving the Site Plan for the Construction of a
5,000 Square-Foot Restaurant Building and a
1,233 Square-Foot Order Point Canopy at
1290 Arsenal Street, Parcel Number 8-53-108.100

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS Clint Mattson of Chick-fil-A, Inc. has submitted an application for Site Plan Approval for the construction of a 5,000 square-foot (SF) restaurant building and a 1,233.6 SF order-point canopy at 1290 Arsenal Street, Parcel Number 8-53-108.100, and

WHEREAS the Jefferson County Planning Board reviewed the application at its January 26, 2021 meeting, pursuant to Section 239-m of New York State General Municipal Law, and adopted a motion that the project does not have any significant County-wide or intermunicipal issues and is of local concern only, and

WHEREAS the Planning Board of the City of Watertown reviewed the site plan at its meetings held on February 2, 2021 and March 2, 2021 and voted to recommend that the City Council of the City of Watertown approve the site plan with the following conditions:

1. The applicant shall install mountable curbing at the north access gap to Starbucks' dedicated drive aisle, as depicted on the updated versions of Sheets C-2.0 and VP-1.0, as submitted to the City Planning and Community Development Department on March 1, 2021.
2. The applicant shall widen the access gap at the south end of Starbucks' dedicated drive aisle and implement one-way southbound traffic on the shared drive aisle as depicted on the updated versions of Sheets C-2.0 and VP-1.0, as submitted to the City Planning and Community Development Department on March 1, 2021.
3. The applicant must commission an asbestos survey prior to issuance of a Demolition Permit and perform subsequent abatement prior to demolition if the survey reveals the presence of asbestos.
4. The applicant must obtain the following permits, minimally, prior to applicable demolition and construction: Demolition Permit, Building Permit, Sign Permit, Sanitary Sewer Connection Permit, and a Water Supply Permit.

And,

RESOLUTION

Page 2 of 3

Approving the Site Plan for the Construction of a
5,000 Square-Foot Restaurant Building and a
1,233 Square-Foot Order Point Canopy at
1290 Arsenal Street, Parcel Number 8-53-108.100

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

YEA	NAY

WHEREAS the Zoning Board of Appeals of the City of Watertown reviewed an Area Variance request at its February 17, 2021 meeting to reduce the setback requirement from 50 feet to 31.8 feet on the western side of the parcel and voted to grant the Area Variance, and

WHEREAS the City Council must evaluate all proposed actions submitted for its consideration in light of the State Environmental Review Act (SEQRA), and the regulations promulgated pursuant thereto, and

WHEREAS approving the Site Plan for the proposed restaurant building and order-point canopy would constitute such an "Action," and

WHEREAS the Area Variance granted by the Zoning Board of Appeals, is closely related enough to the Site Plan to be part of the "Whole Action," and the City Council, as Lead Agency, must consider all environmental actions related to the Whole Action to avoid Segmenting the SEQR Review, and

WHEREAS the City Council has reviewed the Short Environmental Assessment Form, responding to each of the questions contained in Part 2, and has determined that the project, as submitted, is an Unlisted Action and will not have a significant impact on the environment, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown declares that the proposed construction and site plan constitute an Unlisted Action for the purposes of SEQRA and hereby determines that the project, as proposed, will not have a significant impact on the environment, and

BE IT FURTHER RESOLVED that it is an express condition of this Site Plan Approval that the applicant provide the City Engineer with a copy of any change in stamped plans forming the basis for this approval at the same time such plans are provided to the contractor. If plans are not provided as required by this condition of site plan approval, the City Code Enforcement Officer shall direct that work on the project site shall immediately cease until such time as the City Engineer is provided with the revised stamped plans. Additionally, any change in the approved plan, which, in the opinion of the City Engineer, would require Amended Site Plan Approval, will result in immediate cessation of the affected portion of the project work until such time as the amended site plan is approved. The City Code Enforcement Officer is directed to periodically review on-site plans to determine whether the City Engineer has been provided with plans as required by this approval, and

RESOLUTION

Page 3 of 3

Approving the Site Plan for the Construction of a
5,000 Square-Foot Restaurant Building and a
1,233 Square-Foot Order Point Canopy at
1290 Arsenal Street, Parcel Number 8-53-108.100

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

BE IT FURTHER RESOLVED by the City Council of the City of Watertown that Site Plan Approval is hereby granted to Clint Mattson of Chick-fil-A, Inc. for the construction of a 5,000 square-foot (SF) restaurant building and a 1,233.6 SF order-point canopy at 1290 Arsenal Street, Parcel Number 8-53-108.100, as depicted on the site plan submitted to the City Planning and Community Development Department on February 22, 2021, contingent upon the applicant meeting the conditions listed above.

Seconded by:

Short Environmental Assessment Form

Part 1 - Project Information


Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: Proposed quick serve restaurant with drive-thru			
Project Location (describe, and attach a location map): 1290 Arsenal Street; Northeast corner of Arsenal Street and Interstate 81, Watertown, NY			
Brief Description of Proposed Action: The subject site consists of a portion of an existing shopping center (Watertown City Center). The redevelopment project proposes to demolish an existing ±4,100 sf vacant restaurant building and construct a new ±5,000 sf quick serve restaurant with drive thru, outdoor dining, ±61 parking spaces, lighting, utilities and associated appurtenances.			
Name of Applicant or Sponsor: Chick-Fil-A, Inc (Contact: Clint Mattson)		Telephone: (770) 480-6316 E-Mail: clint.mattson@cfacorp.com	
Address: 5200 Buffington Road			
City/PO: Atlanta	State: GA	Zip Code: 30349	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: City of Watertown-Site Plan Approval; Building permit; Jefferson County DOH - Food Service Permit; NYSDEC SPDES Permit		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		±1.40 acres	
b. Total acreage to be physically disturbed?		±1.27 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		±0.6 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? Indiana Bat, Northern Long-Eared Bat	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If Yes, briefly describe: Existing stormwater management facilities treat stormwater from the shopping center. Prior to being conveyed to this existing system, stormwater will be treated by additional proposed water quality and quantity measures in accordance with NYSDEC requirements.		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Voluntary cleanup of petroleum-contaminated soil at 1289 Arsenal Street was completed in fall of 1994. Site Code V00027.		
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: Chick-fil-A, Inc. Date: 01/06/21 Signature:  Title: PRINCIPAL DEVELOPMENT LEAD		

Project:

Date:

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input type="checkbox"/>	<input type="checkbox"/>

Project:

Date:

Short Environmental Assessment Form

Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

 Name of Lead Agency

 Date

 Print or Type Name of Responsible Officer in Lead Agency

 Title of Responsible Officer

 Signature of Responsible Officer in Lead Agency

 Signature of Preparer (if different from Responsible Officer)

**PLANNING BOARD MINUTES EXCERPT
FEBRUARY 2, 2021**

**SITE PLAN APPROVAL – 1290 ARSENAL STREET,
PARCEL NUMBER 8-53-108.100**

The Planning Board then considered a request for Site Plan Approval submitted by Clint Mattson of Chick-fil-A Inc. to construct a 5,000 square-foot restaurant building, and a 1,233.6 square-foot order-point canopy at 1290 Arsenal Street, Parcel Number 8-53-108.100

Mr. Robert Osterhoudt, P.E. of Bohler Engineering was present to represent the project. He said that Clint Mattson was with Chick-fil-A out of Atlanta, Georgia, and was not able to make it today, but was available by phone if necessary, to reach him with any questions. Mr. Osterhoudt said he was accompanied by Paul Van Cott of Whiteman, Osterman & Hanna LLP attorneys at law and he was *Land Use Counsel* for Chick-fil-A and was in attendance to answer any questions as he went through the presentation. Mr. Osterhoudt said his plan was to run through the Site Plan with the Planning Board and describe what they were proposing, solicit feedback, and seek recommendation from the Board before the plan went to City Council for final review and approval.

Mr. Osterhoudt then displayed an aerial exhibit of the proposed Site Plan location in the Watertown City Center shopping plaza at the NE corner of Arsenal Street and Interstate-81. He then indicated access from Western Boulevard and Arsenal St. with a signalized intersection with internalized access drives that circulate through the larger development. He said the parcel they were on was comprised of several different uses on the site.

Mr. Osterhoudt then said the location in question was the former Ruby Tuesday's building, which they were proposing to redevelop as a Chick-fil-A restaurant. Mr. Osterhoudt said it was a great redevelopment project because they would be replacing a former fast and casual sit-down restaurant with a brand-new quick serve with a drive-thru restaurant. He then showed a zoomed in view of the site itself from Arsenal St. and Interstate-81 with the site boundaries identified. He said the current restaurant was primarily accessed by the main access drive that came down between the AT&T and I.H.O.P., and then between Starbucks and Ruby Tuesday's. He said there was also shared access to the driveways all around the site.

Mr. Osterhoudt then said that the site was served by public utilities from private water and sewer mains that provide service to the whole shopping plaza. Mr. Osterhoudt then said that storm water management is all accommodated on site and discharged into a series of storm water management pipes and catch basins that discharge off to the NE of the property. He said those were the highlights of the existing conditions.

Mr. Osterhoudt then indicated the proposed site plan boundaries outlined and stated there would be about 1.3 acres of site disturbance area. He explained the leased area is an odd-shaped parcel, and the outline around the building would be about .6 acres. He said the total impact area

where they would install curbs and making improvements as well, would be 1.3 acres. He said as the proposed site is compared with the existing parcel there would be an increase in green space with added landscape, and trees, which would help reduce the storm water runoff and internal circulation on the site.

Mr. Osterhoudt then addressed the vehicular access to the site and indicated on the drawing that it would come down from the north. He said there would be some shared parking spaces with Starbucks, nine shared spaces in total. He said there would be a 5,000 SF newly constructed building and a drive-thru that would circulate around the building and the pick-up window would be on the east end of the building, adding that the drive-thru entrance would be on the NW side of the site and would be striped with pavement striping to start out as a single drive-thru lane at the drive-thru clearance part, and would then quickly transition into a double drive-thru lane to accommodate more vehicles quickly through the drive-thru.

He said Chick-fil-A has an impressive history of operational speed and efficiency with their focus on customer service, and that was the main purpose of having the double drive-thru lanes. He continued that another aspect of Chick-fil-A's distinction is having a canopy over the order-point menu boards and speakers for the comfort and protection of the patrons from the weather conditions. He said the customers would then circulate thru the drive-thru and at the pick-up points on the east side of the building there would be another canopy extending over that location that would also aid in protection of the customers as they receive their orders.

He then said Chick-fil-A adds another aspect to their drive-thru speed-of-service as there would be employees that would be outside the building delivering meals to vehicles, not just at the pick-up window. If an order is complete, they would walk the order out to cars behind the pick-up window and cars in the outside drive-thru lanes. The hatched marked areas down through the middle of the drive-thru lanes are indicated for employees to walk down through and gain access to vehicles to hand off their completed orders and take new orders manually via iPad or take payments before cars arrive at the pick-up window to help traffic quickly through the drive-thru.

Mr. Osterhoudt then showed on the drawing the green space between the building and drive-thru area, concrete sidewalks around the perimeter of the three sides of the building, and an outdoor dining area at the NW corner of the building. He also showed the trash enclosures on the drawing and all the ADA parking spaces. He said the proposal included new sidewalks and crosswalks along the two drive aisles into the site for pedestrian safety, and that connection would come up to the front of the building. He then explained the vehicular access to the site would come in from the east into the main parking lot or alternative access would be to circulate around the I.H.O.P facility and obtain access in the NW corner.

Mr. Osterhoudt then continued by saying that they proposed to demolish the existing Ruby Tuesday's and replace it with the proposed Chick-fil-A building, and in the process, increase green space on the site by 10,000 SF, which essentially equaled two of the Chick-fil-A building footprints on the drawing. He said that there is an existing electric transformer in the parking lot where they would be able to add green space that benefits this redevelopment. He said the restaurant use is an allowed use in Planning Development District #23. He said they were proposing 61 parking spaces, including the nine spaces shared with Starbucks. He said they

meet all the Zoning requirements, with the exception of the setback requirements for the order-point canopy. There is a 50-foot setback requirement at the property line along the Interstate-81 ramp, and the proposed setback was only 31.8 feet, so they would have to request relief from the Zoning Board of Appeals in the form of an Area Variance.

Mr. Coburn then asked Mr. Osterhoudt to address the summary items included in Staff's Memorandum and to give an update on any missing items.

Ms. Capone asked Mr. Osterhoudt to address any changes or alterations in the vehicular-pedestrian circulation plan after meeting with the Jefferson County Planning Board. Mr. Osterhoudt said there were no revisions, and they had spoken to Mr. Urda, Mr. Lumbis and Mr. Delaney, and there were no revised plans at this point.

Mr. Osterhoudt addressed the first summary item, which required the applicant to submit a new Vehicular and Pedestrian Circulation Plan that depicts the entirety of parcel 8-53-108.000 and includes parking calculations for all four restaurants, as well as illustrates vehicular circulation throughout the entire parcel, including emergency vehicles. Mr. Osterhoudt drew the Planning Board's attention to the site plan drawing and stated that primary access would come in by the AT&T building and the I.H.O.P. building, with traffic circulating around the backside, or as an alternate route, motorists could take a left and enter on the other side into the parking lot via the curb cut they are proposing.

He said that for pedestrian access they would have the sidewalks coming down on the front of the site with crosswalks providing connectivity to the rest of the shopping plaza, including for the hotels to the North, where there were existing sidewalks that extend north for that connectivity.

He said from a vehicular access perspective, the drive-thru will typically have a lot of use, which is why they proposed two drive-thru lanes. He said they anticipated that many vehicles would be coming straight thru the four-way intersection and around the back side of the I.H.O.P. to access the drive-thru. He speculated that first-time visitors might not take that route, but after repeated visits, this would be the main route for drive-thru traffic. He then said they have circulation with perpendicular parking stalls and two-way traffic for circulation through the site that would open the most opportunities for vehicles to circulate without being impacted by parked cars or in a one-way traffic pattern. He said there may be concerns about the stacked-up traffic at Starbucks and the nine shared use spaces and said those could easily be designated as employee-only parking spaces. These spaces would have much less turn over and would not be impacted by any stacking from the Starbucks drive thru. He said they could document on a plan with arrows what those intended driving patterns would be, if that would be helpful to the Board, or City Council when they arrived at that point.

Ms. Fields then asked what would prevent cars from coming around the building and cutting through the parking lot to get to the drive-thru lane. Mr. Osterhoudt replied that in his opinion, many patrons will use the flow around the I.H.O.P since that north side of the site entrance is less busy, and motorists bound for the drive thru would avoid coming through the parking lot to avoid interacting with cars backing out and parking. Mr. Osterhoudt said he thought that would be the trend generally over time.

He said that visually on the site today, there are no separating islands, or curbed areas and the chaotic vehicular flow is the reason they proposed adding the curbed island between the two parking fields, to get some separation so you would not have that type of situation with cars cutting across parking lots. He said the curbed islands along the road would define the access points which would help make that clear along the shared access drive. He said there would also be a curb between the nine shared employee parking spaces and the drive thru.

Mr. Babcock said there should be some signage directing the access point and flow of traffic to be around I.H.O.P. Mr. Osterhoudt said that they intend to approach the landlord about this, however it is outside of the leased area, and they would need to obtain their approval.

Ms. Capone asked if Staff was looking for more specifics on summary item number one. Mr. Urda replied that Staff was looking for the site drawing to give the scope of the circulation plan for the whole parcel, and how traffic would move through it, including emergency vehicles. Ms. Capone asked if Staff was satisfied. Mr. Urda said that ultimately the Staff would like a drawing similar to the one in the package but zoomed out. He said it would be up to the Board's discretion if they were comfortable with keeping that as a condition. Ms. Capone asked if the Staff was comfortable with the review regarding emergency vehicles. Mr. Urda said he would let the City Fire Chief handle that response.

Chief Timerman said he reviewed the drawings but had some questions. Chief Timerman said that according to the zoomed in drawing, they were still deliberating if the larger fire apparatus traveling down the access road could navigate the corner. Mr. Osterhoudt responded that in the packet was a truck turning plan showing both a firetruck and garbage truck. Chief Timerman said he would review that plan, but also noted he was concerned about ladder truck access, although given that it is a single-story building, the requirements were minimal for the use of an aerial device.

Chief Timerman then asked if it was possible for cars to transition between lanes in the drive-thru. Mr. Osterhoudt said there was there was much open area to the back of the drive-thru and the markings on the drawing were just stripping and then said the canopies were 9.5 feet in height, adding that a large truck would not be able to navigate that, but a fire truck should be able to hop the curb in an emergency.

Chief Timerman then said another concern was if there was a motor vehicle fire while in the drive thru. He said he would be concerned that an emergency vehicle with the 9.5-foot canopy restriction would not be able to access the site to assist a disabled vehicle. Chief Timerman said that would impose restrictions and limited access under the canopies and the emergency responders would not gain access from either direction. Mr. Timerman asked if there was a way to improve access for large trucks by adding a service road.

Mr. Urda said that where Mr. Timerman was recommending an additional road was also where Starbucks stack of drive-thru customers started, noting that Starbucks' order point was at the south of that building. Mr. Timerman said that curbing compounds the lack of access. Mr. Osterhoudt said that to put it into perspective, the building is about 83 feet wide with another 40 feet to the driveway, making it approximately 125 feet of driveway. Mr. Timerman added that the fire truck hose lines could stretch around cars etc. and he and was not asking for access with a ladder truck. Mr. Osterhoudt said he was reluctant to offer an additional access road because it

may become just another cut thru point for vehicles. Mr. Timerman asked where the hydrants were located on the drawing. Mr. Urda pointed to the drawing and showed where an existing hydrant was. Mr. Osterhoudt said there was a utility plan, and he was unsure if the other hydrant was marked on it but would follow up.

Ms. Fields said that after looking at the drawing she was assuming there was only one pick-up window for two lanes of traffic. Mr. Osterhoudt said that Chick-fil-A has now transitioned their pick-up window to a door. He said with periods of normal activity, food would be passed out through the window, but during peak activity, employees would deliver food to vehicles down the walkway, which were depicted as hatched areas on the drawing, and there would be access for employees to serve those vehicles from a safe location. Ms. Fields asked if the two lanes from the drive-thru could transition down to a single lane prior to exiting the drive thru. Mr. Osterhoudt said there was room to transition to a single drive-thru egress lane.

Mr. Lumbis said that regarding Ms. Capone's earlier comment on summary item number one, Staff also required the applicant to provide a parking calculation for all the other restaurants' buildings, confirming that they would continue to meet the requirement in the Zoning Ordinance, and Staff would want to see that on a revised drawing as part of the vehicular and pedestrian circulation plan.

Mr. Pierce asked if a revised circulation plan would capture the potential movement behind the back of I.H.O.P. Mr. Osterhoudt said yes because that circulation plan would depict the larger view, and his team would coordinate with Staff on that.

Ms. Capone said she noticed that Starbucks usually has long lines that could block the Chick-fil-A entrance. She said it seemed necessary to have the alternate route to access the drive thru. Mr. Osterhoudt said they had been back and forth negotiating with the landlord and I.H.O.P., this access is confirmed, and I.H.O.P. has approved and signed off on it.

Mr. Osterhoudt then addressed summary item number two, which required the applicant to widen the access gap at the north end of Starbucks' dedicated drive aisle to ensure consistent safe access to the Starbucks parking bay for both customers and emergency vehicles. Mr. Osterhoudt said this comment referred to the north end of the Starbucks site where the drive-thru traffic exits with a one-way traffic pattern. The condition is to widen the egress so it could potentially get two-way traffic through the parking field in front of Starbucks. He said again that this was outside of their leased area, and not within Chick-fil-A's control, but he is reaching out to the landlord and to Starbucks to see if they are agreeable to modifying that cub cut. He said if Starbucks is agreeable, they will work with them and Chick-fil-A will do that, but it is ultimately up to Starbucks if they want to fix this.

Mr. Osterhoudt said if they do not agree to going with a two-way drive aisle in front of their building, his team talked about the option to help with the emergency access to Starbucks and said this was for Chief Timerman's consideration. Mr. Osterhoudt said right now, this is a single lane width, and you cannot get an emergency vehicle into that site very easily. One option was to modify the curbing so that it is mountable instead of a vertical curb, which a fire truck could still go over, but it makes it easier on the equipment.

Mr. Pierce asked if the north end was applicable for what the Chief was speaking of earlier at the bottom end of the drive-thru parking area with the mountable curbing without being identifiable for any other traffic. Mr. Osterhoudt said he would take this option back to Chick-fil-A, but they are very sensitive about the drive-thru scheme because it is an integral part of the success of their business, and he said there will likely be some hesitation on changing that as an access point, but he would mention it to them. Ms. Fields asked how Chick-fil-A would feel about the request of a single egress instead of two vehicles coming to the point and then turning right. Mr. Osterhoudt said he will bring all these suggestions to the table and felt they would be able to work something out.

Chief Timerman asked how Chick-fil-A handled disabled motor vehicles in the drive-thru area, for example would a roll-back or tow truck be able to access that area. Mr. Osterhoudt responded that he has had that question before, and it is a very rare occurrence that a car would be stuck in the drive-thru lane. He said if it does happen, they would have a Chick-fil-A staff member come out and push the vehicle out to a parking stall and get it out of the drive-thru lane, and then a tow truck would get it from there.

Mr. Osterhoudt then moved on to summary item number three which instructed the Planning Board to consider all four criteria contained within Section 310-57 and determine whether the site plan meets those criteria to the Planning Board's satisfaction. Mr. Osterhoudt read aloud the four criteria:

- A. Harmonious Relationship between proposed uses and existing adjacent uses.
- B. Maximum safety of vehicular circulation between the site and the street.
- C. Adequacy of interior circulation, parking and loading facilities with particular attention to pedestrian safety.
- D. Adequacy of landscaping and setbacks to achieve compatibility with and protection of adjacent uses.

Mr. Osterhoudt said from the perspective of the list of criteria, they had already addressed circulation, both vehicular and pedestrian, and the uses in this area are very similar, again they were replacing an existing restaurant with a new restaurant. He said the adequacy of landscaping and setbacks have all been addressed earlier except for the setback to Interstate-81 that will need relief from the ZBA.

Mr. Lumbis said he felt this list was more for the Planning Board to review and determine if the site plan met the identified criteria. Mr. Coburn said the traffic pattern of vehicles was not shown on the plan and asked if Mr. Osterhoudt planned on submitting revised drawings based on the concerns of the Planning Board. Mr. Osterhoudt replied that he was there to present the project and solicit feedback, which he felt was very good, and if the Planning Board puts stipulations on the revised site plan to address before the plan went before City Council, that was what he was there to do.

Ms. Fields asked if there would be loading facilities. Mr. Osterhoudt replied there were no separate loading facilities, and that off-loading was usually done overnight, when the restaurant is closed. Ms. Fields asked for the restaurant's hours of operation. Mr. Osterhoudt said the hours of operation are typically 6:00 a.m. until 10:00 p.m.

Ms. Capone said the Planning Board would like to strongly encourage the access route to the drive thru be adequately marked with signage, and that the Planning Board would prefer that to be the drive-thru access road. Mr. Osterhoudt said that was a topic he planned to speak to the landlord about. Mr. Urda stated that the Planning Board is empowered to impose reasonable conditions, and that most people would interpret that as a reasonable condition for the applicant. Mr. Urda then said that it ultimately comes down to I.H.O.P. and the landlord granting them that permission, even if the Planning Board did impose that condition, the landlord and the neighboring tenant would ultimately have the right to balk at it.

Ms. Capone then said she was not stating the Board make it a requirement, but merely strongly encourage it, and we would prefer that alternative access route with signage. Mr. Urda said the Board could add a condition that said the applicant “should” rather than “shall,” rewording however they were comfortable. Ms. Capone said that like the summary item number two is worded “the applicant shall” she would like to have that verbiage added in connection to the traffic pattern of accessing the drive-thru and signage.

Mr. Pierce agreed with Mr. Coburn that there were many questions and good feedback, but the Planning Board would like to see a revised drawing and site plan. Mr. Coburn said specifically if the ZBA does not approve the variance, many things would have to change. Mr. Urda said the ZBA would consider the variance at its Wednesday, February 17th meeting, and the city attorney, Christina Stone had advised that the City Council not consider it until the ZBA has met and made a determination. Mr. Lumbis said if the Planning Board would like to see the site plan back, it would be at the March 2, 2021 meeting, which would push the City Council approval to March 15, 2021, a difference of two weeks.

Mr. Pierce said he would like to make a general overall statement that this was a great development for the area, but that the Planning Board needed to walk into it with both eyes open and address all aspects of the project that needed to be covered. He then said he felt the location on the West end of Watertown was a great choice with the high traffic of Route 3, and he could not have thought of a better location. He said the board was just concerned about the applicant getting their homework done. Mr. Osterhoudt asked if it was the preference of the Planning Board to come back with revisions before it goes before the City Council meeting. Mr. Coburn said that was not the initial intent, but after today’s meeting it was moving in that direction to come back with revisions.

Mr. Osterhoudt addressed summary item number four, which recommended the applicant to change the Green Pillar pin oak tree species to a species that is more tolerant of alkaline soils. Mr. Osterhoudt said that they would coordinate with their landscape architect providing an alternate species.

Mr. Osterhoudt addressed summary item number five, which required the applicant to provide a plan for managing snow storage and/or snow removal without affecting the adjacent businesses. Mr. Osterhoudt said they will add some snow storage labels to the plan to identify those locations. He added that with the addition of 10,000 SF of green space, that is opening a lot of area for snow storage that will be noted on the revised plans.

Mr. Osterhoudt addressed summary item number six, which requires the applicant to receive an Area Variance from the ZBA granting relief from the 50 ft. setback requirement

before the City Council will act on the Site Plan. Mr. Osterhoudt said they would be attending the ZBA meeting on February 17th.

Mr. Osterhoudt addressed summary item number seven, which requires the applicant to address the SEQR issue identified in Staff's January 28, 2021 Memo to the Planning Board. Mr. Osterhoudt said that particular item is relevant to an endangered species of bat habitat, they had talked about it and would make the revision and change to a "YES" on the SEQR form.

Mr. Osterhoudt then addressed summary item number eight, which requires the applicant to commission an asbestos survey prior to issuance of a Demolition Permit and perform subsequent abatement prior to demolition if the survey reveals the presence of asbestos. Mr. Osterhoudt said yes, this was standard procedure for them.

Mr. Osterhoudt addressed summary item number nine, which requires the applicant to contact the New York State Department of Transportation (NYSDOT) to verify that the Department has no outstanding concerns related to this project and provide the City of Watertown Planning Department with proof of correspondence. Mr. Osterhoudt said there has been correspondence that has come from NYSDOT and Mr. Urda concurred that he had copies which he forwarded to Timothy Freitag. Mr. Delaney said that based on the correspondence with Thomas Compo with NYSDOT, he said he had no comment, and the City would do an internal review. Mr. Delaney then said after review, he came to the same conclusion and he saw no issue. Mr. Osterhoudt said they would be submitting a Storm Water Pollution Prevention (SWPPP) plan and agreed that Mr. Delaney had sent the recent Phase II to Mr. Osterhoudt's office.

Mr. Osterhoudt addressed summary item number ten, which requires the applicant to obtain the following permits, minimally, prior to demolition and construction: Demolition permit, Building Permit, Sign permit, Sanitary Sewer Connection permit, and a Water Supply Permit. Mr. Osterhoudt said there are no issues with obtaining the permits and securing them as they moved on in the later stages of the project.

Mr. Pierce requested that when the revised plans were done that the hydrant sources were identified so the Planning Board can obtain clarification from a safety standpoint. Chief Timerman said in relation to Starbucks high traffic, just as Chick-fil-A will be, the location of those hydrants may not be easy to access. Mr. Osterhoudt said he would coordinate with Staff on that location looking over the plans.

Mr. Coburn said he wanted to add summary item number eleven which is the signage for traffic circulation and access as well as item number twelve which is converting the exit of the drive-thru to a single egress from the double lanes. Chief Timerman said he would also like to see the location of the hydrant and where the City Fire Department would connect the sprinkler system. Mr. Osterhoudt responded that there would be FDC connections on the front outside of the building, and he could go over building elevations. Chief Timerman said the only reservations he had were emergency vehicular access to the back as that would be an issue for both the public and the business.

Mr. Pierce said after looking at the vehicular traffic pattern around the building, it was unlike anything he had seen in the city with another quick serve restaurant. Chief Timerman said they can carry ladders and maneuver hoses around vehicles. Mr. Pierce wondered how one

would get emergency access if you were backed up at Starbucks with that much traffic in close proximity of the new Chick-fil-A. Mr. Pierce then said most of the quick serve restaurants on the Route 3 corridor had single lane egress.

Mr. Lumbis said he took some notes and made a list of the issues and concerns raised by the Planning Board. The list of items for the applicant to address was as follows:

- The nine spaces located between the Chick-fil-A drive thru and the Starbucks leased area should be designated for employee parking shared by Chick-fil-A and Starbucks.
- The applicant should consider adding signage outside of the leased area near the main entrance to the plaza near Western Blvd. that directs drive thru traffic to the western edge of the property and around the I.H.O.P. building.
- The applicant should consider transitioning the drive-thru back to a single lane of traffic after the pickup window.
- The applicant will reach out to the landlord & Starbucks to see if they are willing to allow the widening of the Starbucks North entrance drive to allow for better traffic circulation between the two businesses.
- The applicant should consider installing mountable curbing south of the nine dedicated parking spaces to allow emergency access to the drive-thru lanes.
- Applicant will provide location of the hydrants on the plans.

Referring to the summary items in the report, Mr. Urda said that based on Mr. Delaney's comments, Staff could eliminate number nine. Pending the outcome of the ZBA meeting on February 17th, the sixth item could come off the list at the next Planning Board meeting. Mr. Lumbis then said that summary number eight was redundant, and Mr. Pierce agreed saying it was mentioned several times.

Ms. Fields made a motion to table the Site Plan application. Mr. Pierce seconded the motion. Mr. Osterhoudt clarified that tabling meant he would be coming back before the Planning Board before the Site Plan approval went before City Council. Mr. Urda replied yes and noted that March 2, 2021 would be the next Planning Board meeting. Mr. Osterhoudt said he would coordinate with Staff to review everything discussed and address all the comments. Ms. Fields said it was a great project and Watertown needs it. Mr. Osterhoudt said they were looking forward to it.

Ms. Fields made the motion to table the Site Plan for Chick-fil-A Inc. to construct a 5,000 square-foot restaurant building, and a 1,233.6 square-foot order-point canopy at 1290 Arsenal Street, Parcel Number 8-53-108.100, and return before the Planning Board at the March 2nd meeting. Ms. Capone seconded the motion. All voted in favor, none opposed.

Mr. Babcock then moved to adjourn the meeting. Mr. Pierce seconded the motion, and all voted in favor. The meeting was adjourned at 3:53 p.m.

**PLANNING BOARD MINUTES EXCERPT
MARCH 2, 2021**

**SITE PLAN APPROVAL – 1290 ARSENAL STREET,
PARCEL NUMBER 8-53-108.100**

The Planning Board then considered a request for a request for Site Plan Approval submitted by Clint Mattson of Chick-fil-A Inc. to construct a 5,000 square-foot restaurant building, and a 1,233.6 square-foot order-point canopy at 1290 Arsenal Street, Parcel Number 8-53-108.100 that had been tabled at the February 2nd meeting.

Robert Osterhoudt of Bohler Engineering was present with Paul Van Cott of Whiteman, Osterman, & Hanna LLP attorneys at law to represent the project summary and revisions. Mr. Osterhoudt said they had been actively developing the application and worked through the previous comments from the Planning Staff and Fire Department. He said they had submitted a revised plan set and hoped that the Planning Board would recommend approval, and that the project could go before City Council at its March 15, 2021 meeting.

Mr. Osterhoudt began by indicating the two proposed fire hydrant locations, noting that he had worked with the Fire Chief on their location. He then summarized the revisions to vehicular traffic patterns, as depicted on the Vehicular and Pedestrian Circulation Plan. He explained that egress from the Chick-fil-A drive thru would remain two lanes. He then discussed changes that would minimize the development's impacts on the neighboring Starbucks, including installing mountable curbing at the northern exit from Starbucks to enhance emergency accessibility, and shrinking the curbed island at Starbucks' southern entrance to add maneuvering space for vehicles. He explained that the changes near Starbucks were still subject to Starbucks' and landlord approval.

He then said that they added three directional signs to the plans to guide motorists from Western Boulevard to Chick-fil-A, one with an interchangeable arrow that would direct drive-thru traffic around the back of I.H.O.P. during peak periods. Mr. Katzman said he disagreed that Chick-fil-A staff would have time to change the signs manually during peak periods. Mr. Osterhoudt said instruction on changing the signage would be part of the Grand Opening training for staff. Mr. Katzman asked if the sign could be electronic, and Mr. Osterhoudt replied that according to the sign vendor, the distance to the signs was too great to change them remotely.

Ms. Capone said that when the restaurant becomes known, the regular visitors will become accustomed to the traffic pattern. Mr. Pierce asked for verification that the signs were added to the plans. Mr. Johnson asked who was advising Chick-Fil-A and developing the plan, because there were many other advantageous sites in Watertown that he felt would be a better fit.

Mr. Osterhoudt then said that the nine parking spaces along the shared drive-aisle between Chick-fil-A and Starbucks would remain earmarked for employee parking. He then recalled that Ms. Fields, who was absent today, had previously suggested changing the drive-thru egress to a single lane, but explained that the two lanes would remain a critical component for speed and accuracy, and the second lane would be staffed heavily during peak traffic. Mr. Pierce

said that Chick-fil-A would only need the second drive-thru bay during peak times and asked if Chief Timerman had any concerns with access.

Chief Timerman concurred that the plans were very accommodating to all the concerns that he voiced at the previous Planning Board meeting and they appeared to be conducive to an emergency vehicle if it needed access, but this was beneficial to the business owner and property owner as well. The Chief asked the water main diameter size to supply the hydrants. Mr. Delaney replied that the main to supply Ruby Tuesday's was adequate and would be sufficient for Chick-fil-A, and nothing needed to be changed. Ms. Capone asked if the applicant had added the surrounding existing conditions to the plan drawing as required by Summary Item 1. Mr. Urda replied that the applicant had submitted updated drawings on March 1, 2021 that depicted all the required existing conditions to Staff's satisfaction.

Mr. Osterhoudt continued that the summary item requiring an Area Variance was also satisfied, and that the Zoning Board of Appeals had approved their request for a 31.8-foot setback from the western property line. Mr. Urda then said the applicant had addressed the first and fourth Summary Items to Staff's satisfaction, and if the Board was satisfied with Summary Item 3, it could go away as well. He said Summary Item 2 must remain, but it would be cleaner to divide into two separate conditions, one for the mountable curbing at Starbucks' northern exit and the other for widening the access gap at Starbucks' southern entrance to create more space for vehicles to maneuver into Starbucks' parking bay. Although the updated drawings depicted both changes, Mr. Osterhoudt said they were working through the details with Starbucks and the landlord on the revised plan. Mr. Urda then said that Staff recommended approval with the four remaining conditions.

Mr. Osterhoudt then requested that the Board change the language for Summary Item 6 to add the word "applicable" prior to demolition and construction to make it easier to implement the project in stages. Mr. Urda said the language could possibly change but deferred to Mr. Delaney. Mr. Delaney said the demolition plans submitted for approval looked fine, but he was concerned about the Erosion and Sedimentation (E & S) plan that is usually submitted with the demolition plan. He then asked if Mr. Osterhoudt wanted to break all the permits out separately. Mr. Osterhoudt said the demolition and new construction is to be all done consecutively, and we do not want to be held up waiting on a permit that may take a few weeks, we want to be moving forward and keeping up with the progression of the project.

Mr. Urda then offered splitting the permitting condition into two categories – one for the demolition permit, and one for the other required permits. Mr. Delaney said he needed an E & S plan for the Demolition Permit and then they would still need to obtain the rest of the permits and fees as the project went along. Mr. Osterhoudt said they have the plans and would like flexibility if needed when issues arise.

Mr. Coburn also questioned the need for an asbestos survey. Mr. Urda said Code Enforcement would not issue a Demolition Permit without an asbestos survey. Mr. Osterhoudt suggested the language be "prior to the applicable demolition and construction." Mr. Urda said Staff did not object to that change in language.

Ms. Capone made a motion to recommend that City Council approve the Site Plan submitted by Clint Mattson of Chick-fil-A, Inc to construct a 5,000 square-foot restaurant building, and a 1,233.6 square-foot order-point canopy at 1290 Arsenal Street, Parcel Number 8-53-108.100, contingent upon the following:

1. The applicant shall install mountable curbing at the north access gap to Starbucks' dedicated drive aisle, as depicted on the updated versions of Sheets C-2.0 and VP-1.0, as submitted to the City Planning and Community Development Department on March 1, 2021.
2. The applicant shall widen the access gap at the south end of Starbucks' dedicated drive aisle and implement one-way southbound traffic on the shared drive aisle as depicted on the updated versions of Sheets C-2.0 and VP-1.0, as submitted to the City Planning and Community Development Department on March 1, 2021.
3. The applicant must commission an asbestos survey prior to issuance of a Demolition Permit and perform subsequent abatement prior to demolition if the survey reveals the presence of asbestos.
4. The applicant must obtain the following permits, minimally, prior to applicable demolition and construction: Demolition Permit, Building Permit, Sign Permit, Sanitary Sewer Connection Permit, and a Water Supply Permit.

Mr. Babcock seconded the motion. The Planning Board voted 5-1 in favor, with Mr. Johnson casting the dissenting vote.

Mr. Babcock then moved to adjourn the meeting. Mr. Pierce seconded the motion, and all voted in favor. The meeting was adjourned at 3:53 p.m.

Vision Development, Inc.

4801 West Genesee St.

Suite 2

Syracuse, NY 13219

Cell: 315-436-6567

Telephone: 315-488-3000

Email: pat@rocklyn.biz

March 1, 2021

Mr Tim Freitag, PE

Bohler Engineering

17 Computer Drive West

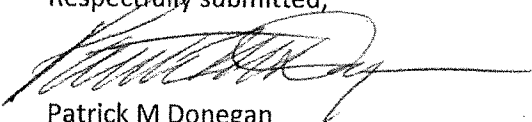
Albany, NY 12205

RE: CFA, 1290 Arsenal St, Watertown, NY.

Dear Tim:

We are sending this letter to you as the owner of the property abovementioned, to notify you that we have been in touch with Starbucks concerning the proposed changes to the site shown on the plans attached to this letter. Per discussions with Starbucks, and pending formal documentation and plans being completed and approved by all parties, the changes requested by the City will work and are acceptable in concept. Please advise if you require anything additional at this time or feel free to contact me to discuss.

Respectfully submitted,



Patrick M Donegan

CC: Elizabeth Melloy/CFA
Matt Lester/Calliber

March 5, 2021

To: The Honorable Mayor and City Council

From: Michael A. Lumbis, Planning and Community Development Director

Subject: Approving the Contract with Barton & Loguidice, D.P.C. for the Downtown Revitalization Initiative Streetscape Design Project

As part of the \$10 million Downtown Revitalization Initiative (DRI) award, the City received \$1,500,000 for a Downtown Streetscape Project and \$100,000 for enhancements to the Governor Roswell P. Flower Monument. Last year, the City Council approved a contract with the New York State Department of State for the funding.

The Streetscape Project will include enhancements such as new sidewalks, curbs, pavers and other amenities along Court Street, the 200 Block of Franklin Street and the 200 Block of Coffeen Street and around the Governor Flower Monument to make the public realm more inviting to pedestrians and strengthen the downtown business environment.

Once the contract was in place with the NYS DOS, Staff began the process to engage a firm to perform the design work and prepare plans and specifications for bidding. On November 13, 2020, City Staff issued a Request for Proposals (RFP) for the design phase of the project. The City Purchasing Department sent the RFP to local firms, the NYS Contract Reporter, an expanded email list of firms in New York and surrounding states with significant urban design experience as well as firms who had previously expressed interest in the project. Fourteen (14) firms submitted proposals to the Purchasing Department, which Staff opened on December 18, 2020 at 4:00 p.m., local time.

A proposal review committee consisting of staff from the City's Planning Department, Engineering Department and Purchasing Department reviewed each of the firm's proposals for quality and completeness and evaluated them based on their understanding of the proposed project, schedule, cost effectiveness, qualifications of the firm and their experience in completing similar projects. Four (4) of the firms received invitations to give a presentation on their proposal, and the committee determined from those interviews that Barton & Loguidice of Watertown, was the most qualified to complete the design work.

The anticipated timeframe for the project is to begin work this month with completion scheduled for early 2022, after which the project will go out to bid followed by construction during the 2022 construction season.

Barton & Loguidice has prepared the attached contract with the City for \$205,500 for City Council consideration. The attached resolution approves the contract and authorizes the City Manager to execute it on behalf of the City.

RESOLUTION

Page 1 of 1

Approving the Contract with Barton & Loguidice, D.P.C. for the Downtown Revitalization Initiative Streetscape Design Project

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown received \$1,500,000 in grant funding for a Downtown Streetscape Project and \$100,000 for enhancements to the Governor Roswell P. Flower Monument as part of the \$10 million Downtown Revitalization Initiative (DRI) award, and

WHEREAS the project will include streetscape enhancements along Court Street, the 200 Block of Franklin Street, the 200 Block of Coffeen Street and around the Governor Roswell P. Flower Monument to make the public realm more inviting to pedestrians and strengthen the downtown business environment, and

WHEREAS to begin the design phase of the project, the City's Purchasing and Planning Departments issued a Request for Proposals for the design work on November 13, 2020 and received fourteen (14) proposals on December 18, 2020, and

WHEREAS a proposal review committee consisting of staff from the City's Planning, Engineering and Purchasing Departments reviewed each of the firm's proposals for quality and completeness and evaluated them based on their understanding of the project, schedule, cost effectiveness, qualifications of the firm and their experience in completing similar projects, and

WHEREAS four of the firms received invitations to give a presentation on their proposal, and the review committee determined that Barton & Loguidice of Watertown, was the most qualified, has the proven ability and competitive pricing to complete the design work, and

WHEREAS a contract has been developed for the project between the City and Barton & Loguidice for the project,

NOW THEREFORE BE IT RESOLVED that the City Council hereby approves the contract with Barton & Loguidice, D.P.C. for the Downtown Streetscape Design Project, a copy of which is attached and made part of this resolution, for an amount not to exceed \$205,500, and,

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute the contract on behalf of the City.

Seconded by

AGREEMENT
BETWEEN
CITY OF WATERTOWN
AND
BARTON & LOGUIDICE, D.P.C.
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between the City of Watertown ("Owner") and Barton & Loguidice, D.P.C. ("Engineer").

Engineer agrees to provide those services specifically described in Exhibit A to Owner Streetscape Design Improvements ("Project").

Owner and Engineer further agree as follows:

1.01 Basic Agreement

- A. Engineer shall provide, or cause to be provided, the services set forth in the Owner's Request for Proposals and the Engineer's Proposal included in Exhibit A of this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 2.01.

2.01 Payment for Services

- A. Payment (Time and Expense): Owner shall pay Engineer as follows:
 - 1. An amount equal to the cumulative time charged to the Project by each class of Engineer's employees multiplied by hourly billing rates then in effect for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's charges for subconsultants, if any. Unless specifically indicated otherwise in this Agreement, Engineer's charges for subcontracted services shall be invoiced at cost plus ten percent. Engineer's current billing rates schedule is included in Exhibit B.
 - 2. Engineer estimates the total compensation for services and reimbursable expenses to be \$205,500. This amount will not be exceeded without authorization of the Owner.
- B. Preparation of Invoices. Engineer will prepare an invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.
- C. Payment of Invoices. Invoices are due and payable within 30 days of the date of the invoice. If Owner fails to make a timely payment due Engineer, then Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

3.01 Additional Services

- A. If mutually agreed by Owner and Engineer, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

- B. Owner shall pay Engineer for such additional services as follows: (1) as may be mutually agreed to in writing, or (2) for additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees multiplied by hourly billing rates for each applicable billing class; plus reimbursable expenses and charges for Engineer's subconsultants, if any.

4.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
- b. By Engineer:
 - 1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) in the event Engineer terminates this agreement for either of the above-specified reasons, Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective seven days after the receipt of written notice by Engineer.

- a. The terminating party under Paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- b. In the event of any termination under Paragraph 4.01.A.1, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk.

- c. In the event of termination by Owner for convenience or by Engineer for cause and not as a result of unsatisfactory performance on the part of the ENGINEER, final payment shall be made based on the basis of the ENGINEER's compensable work delivered or completed prior to and under any continuing directions of such termination.

5.01 Controlling Law

- A. This Agreement is to be governed by the law of the State of New York.

6.01 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer each are hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This provision shall not preclude Engineer from retaining subconsultants as it deems reasonably necessary for the completion of the services rendered hereunder.

7.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its subconsultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

- E. The Contract Documents for construction contracts prepared as a service under this Agreement are to be the Barton & Loguidice, D.P.C. template Contract Documents, including but not limited to General Conditions, General Requirements, Information for Bidders and bidding documents, as may be amended by the Owner.
- F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants Owner a license to use the instruments of service for Project construction as is the intended purpose of the documents, and for the purpose of maintenance and repair of the Project.
- G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Engineer pursuant to this Agreement.
- H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.
- I. The services to be provided by Barton & Loguidice under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Barton & Loguidice are understood by the parties to this Agreement to be strictly engineering opinions, advice, information or recommendations. Barton & Loguidice is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

8.01 Dispute Resolution

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If a dispute involves matters other than a claim by Engineer for payment of fees and the parties fail to resolve the dispute through negotiation then Owner and Engineer agree that they shall first submit any and all such unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Engineer agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

- B. If a dispute involves a claim by Engineer for payment of fees and the parties fail to resolve the dispute through negotiation then Engineer may seek to have its claim for fees resolved by a court of competent jurisdiction without first participating in mediation.

9.01 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work for acts, failures to act or failures to perform occurring after Substantial Completion.

10.01 Indemnification

The Engineer and the Owner mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorneys' fees and defense costs) to the extent caused by their own negligent acts, errors or omissions and those of anyone for whom they are legally liable, and arising from the project that is the subject of this Agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

11.01 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit C, "Insurance". Engineer shall cause Owner to be listed as an additional insured on applicable general liability insurance policies carried by Engineer.
- B. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- C. Both the Owner and the Engineer acknowledge that the Owner is self-insured for the indemnification provision under Paragraph 10.01. The Engineer shall deliver to the Owner certificates of insurance evidencing the coverages indicated in Exhibit C. Such certificate shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- D. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.

12.01 Total Agreement

This Agreement, including any expressly incorporated Exhibits, constitutes the entire Agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER: City of Watertown

ENGINEER: Barton & Loguidice, D.P.C.

By: _____

By: _____

Kenneth A. Mix

Matthew J. Schooley

Title: City Manager

Title: Principal

Date
Signed: _____

Date
Signed: _____

Address for giving notices:

Address for giving notices:

City of Watertown

Barton & Loguidice, Attn: President

245 Washington Street, Room 305 City Hall

443 Electronics Parkway

Watertown, New York 13601

Liverpool, New York 13088

Exhibit A - Scope of Services
Streetscape Design Improvements

Streetscape Design Improvements City of Watertown, NY

Request for Proposals



P703.3900

INTRODUCTION

The City of Watertown is requesting proposals from qualified firms to provide design services focused on improving the streetscape and pedestrian environment on segments of Franklin Street, Court Street and Coffeen Street in downtown Watertown. The emphasis will be to create a distinct “sense of place” that will make the public realm more inviting to pedestrians and strengthen the downtown business environment.

The chosen firm will ideally have a strong urban design background with demonstrated previous experience in placemaking. Additionally, a licensed professional engineer, architect or landscape architect must certify final design and construction documents.

PROJECT DESCRIPTION

The City of Watertown strives to encourage pedestrian activity downtown, preserving its historic character while providing vibrant, welcoming public spaces that complement the diversity of surrounding land uses. The existing streetscapes bear many scars of urban renewal, which prioritized the automobile over other modes, and to the detriment of aesthetics and the urban fabric.

The successful project, when implemented, will create unique visual identities on the subject streets and support the downtown as a destination in its own right, not merely as a thoroughfare. This project will continue the process of reclaiming downtown Watertown from the automobile, and make it a place for people once again.

Improvements, once complete, would help to achieve the following goals:

- Slow vehicular traffic
- Enhance pedestrian comfort, safety and access
- Enhance bicycle comfort, safety and access
- Provide complete ADA accessibility
- Improve pedestrian level lighting
- Identify locations for public art
- Strengthen economic vitality
- Provide outdoor space for dining and business
- Assure safe, clearly identified, consistent parking options

An additional priority will be enhancing the Roswell P. Flower monument in the median of Washington Street, a two-way radial arterial street that emanates south from Public Square. As a historic piece of public art, erected in 1902, the statue is notable landmark in downtown Watertown. However, its location makes it vulnerable to vehicular crashes, and the City seeks

design improvements that will safeguard the monument from surrounding traffic flows while preserving its historic character and its placemaking role in its current setting.

One other opportunity for evaluation is Lachenauer Plaza, an underutilized flatiron park at the confluence of Arsenal and Court Streets, and whether any opportunities exist within the scope of this project to activate that space and enhance its role in the public realm.

BACKGROUND

The City of Watertown, with a population of 26,057 (2018 American Community Survey five-year estimate), is the principal city of the Watertown-Fort Drum, NY Metropolitan Statistical Area, and the urban core of Jefferson County (population 114,448; 2018 ACS five-year estimates). Comprising 9.4 square miles, the City is located on the banks of the Black River in New York State's North Country region, near the Canadian border.

Watertown's first landowners donated the land now known as Public Square in 1805, and fashioned the area as a New England-style commons to cultivate a central business district. Franklin Street and Court Street are both radial streets that emanate from Public Square. Coffeen Street spurs off from Court Street at the western edge of downtown, connects to Interstate 81, and points farther west.

Franklin Street is a two-way collector street that connects Public Square to Thompson Park, a 355-acre park in the southeast section of the City. The segment of Franklin Street within the project area carries approximately 2,000 average annual daily trips (AADT), characterized by zero-foot setbacks for the first 500 feet extending out from Public Square, with a mix of office, commercial and residential uses.

Court Street is a one-way arterial that travels northwest from Public Square to Massey Street North and the Court Street Bridge, which crosses the Black River to the City's north side. Court Street also contains a mix of office, commercial and residential uses, carrying just less than 7,000 AADT, characterized by zero-foot setbacks on one side and nearly 600 linear feet of surface parking on the other side. The parking serves a building that fronts on Arsenal Street and is thus oriented at an awkward 45-degree angle to Court Street. This building will be the future home of the new Watertown Family YMCA Community and Aquatics Center.

Coffeen Street is a two-way arterial that spurs off from the far western end of Court Street and extends to Interstate 81 and beyond to points west. Only a small, 550-foot segment of Coffeen Street is within the defined project area. This segment carries approximately 4,700 AADT and its most prominent land uses are a five-story apartment building and a large surface parking lot that are directly across the street from one another.

The bronze Roswell P. Flower monument weighs approximately 20,000 pounds (a 4,000-pound statue atop a 16,000-pound granite pedestal) with an aggregate height of 18 feet. Its total cost was \$50,000 in 1902 dollars. A 2003 restoration included two granite eagles, each weighing 800 pounds, as well as a series of small bollards that guard the monument, which rests on a grassed median island in the center of Washington Street. This segment of Washington Street carries approximately 12,400 AADT.

In 2008, the City of Watertown completed the Public Square Streetscape Enhancement and Reconstruction Project, which brought infrastructure upgrades and streetscape enhancements to downtown Watertown. As the nexus of Watertown's road network, Public Square invariably affects the radial streets that emanate in and out of downtown, and vice versa.

In 2017, the City of Watertown received \$10 million in funding through New York State's Downtown Revitalization Initiative (DRI). After completing a strategic planning process, a streetscape project identified in the final plan received \$1.6 million in funding from the Department of State (DOS) in late 2018.

SCOPE OF WORK / PROJECT DELIVERABLES

1. Existing Conditions Analysis

The chosen firm will undertake an analysis of existing conditions that will examine the strengths and weaknesses of current design styles, materials and maintenance requirements. The existing conditions analysis should also evaluate the current streetscape in meeting the changing social, cultural and commercial needs of the project locations, as well as the above-stated project goals.

Deliverable: Existing Conditions Report.

2. Topographic Survey

The chosen firm will undertake a topographic survey of the defined project area for use as the base map of the final designs. The survey should include topographic data, including one-foot contours and spot elevations as appropriate, the size and location of all existing above-ground and below-ground utilities, all existing features, buildings, rights-of-way, easements, etc.

Deliverable: Topographic survey drawing.

3. Draft Designs

The chosen firm will prepare draft designs for streetscape improvements based upon the conceptual designs from the City of Watertown's Downtown Revitalization Initiative (DRI) Strategic Investment Plan. Assessments of traffic flows, the walkability of the target design area, other available documents and public input shall also inform the design process. The conceptual designs should also further the goals of the City's Comprehensive Plan.

The conceptual-level plan will propose pedestrian-friendly designs for each of the three subject streets that will mitigate or reverse the remaining detrimental effects of urban renewal. The draft design shall include all required maps, tables, data, written discussions and any other pertinent information.

When exploring design concepts for Court Street, specific potential treatments that should receive evaluation include reverse angled parking, parallel parking on each side of the street and a conversion to two-way vehicular traffic. If the evaluation reveals significant benefits from any of these treatments, the draft design for Court Street should incorporate them as appropriate.

Deliverable: Draft conceptual designs for streetscape improvements and supporting materials.

4. Stakeholder Feedback

The chosen firm shall provide the draft designs to City Staff, DOS and the public for review. The proposal must include a strategy for public engagement that addresses the challenges resulting from COVID-19 and the impracticality of large, in-person gatherings. Comments from DOS, City Staff and the public must be addressed to the satisfaction of DOS in subsequent revisions of the final design.

Deliverable: Engagement completed with DOS, City Staff, the public and any other relevant identified stakeholders.

5. Final Designs

The chosen firm shall incorporate the feedback obtained during the engagement process into the final construction documents for streetscape improvements. Topics and treatments to consider shall include, but not be limited to, site preparation, drainage, sidewalks, curbing, walkway paving, railings, lighting, landscaping, tree planting and public art. The City envisions streetscape improvements to occur primarily in the area located between the curb and building face, although the City will consider improvements across the roadway cross-section.

Deliverable: Final design and construction drawings, plans, specifications and cost estimates. A licensed professional engineer, architect or landscape architect must certify these documents.

6. Required Approvals and Documentations

The chosen firm shall be responsible for obtaining all necessary approvals, including, but not limited to all required documentation from the New York State Historic Preservation Office (SHPO) pursuant to the New York State Historic Preservation Act of 1980, as well as all required floodplain documentation to ensure compliance with 6 NYCRR Part 502, "Floodplain Management Criteria for State Projects."

The City of Watertown received a grant through the New York State Department of State (DOS) as part of the New York State DRI, which will the City will use to pay for the project. As such, all deliverables must include the language specified in the "Additional Requirements" section below.

Deliverable: Documented verification of all necessary approvals.

7. SEQRA Documents

The chosen firm will be responsible for preparing all documents necessary to assist the City in completing the State Environmental Quality Review Act (SEQRA) through determination of significance.

Deliverable: Maps, project information and other assistance as necessary.

8. Final Design and Construction Documents:

The City's intent is to bid this project for construction upon completion of the final design. This deliverable shall include all documents necessary for the City to bid the project. This includes, but is not limited to, final design and construction drawings, plans, technical specifications, cost estimates, survey work, estimated duration of construction and a list of all permits necessary to undertake construction. The chosen firm will work with the City's Purchasing Department and incorporate the City's general specifications as appropriate.

Deliverable: Full construction bid package ready for the City to put out to bid.

ADDITIONAL REQUIREMENTS FOR DELIVERABLES:

All materials printed, constructed, and/or produced must acknowledge the contributions of the Department of State to the project. The materials must include the Department of State logo and the following acknowledgment:

"This (document, report, map, etc.) was prepared with funding provided by the New York State Department of State under Title 11 of the Environmental Protection Fund."

All required products must be clearly labeled with the NYS Comptroller's Contract # as indicated on the Face Page of the contract.

The contributions of the Department of State must also be acknowledged in community press releases and other notices issued for the project, including web site postings and other forms of digital distribution. Project press releases and other notices shall be submitted to the Department for review and approval prior to release, to ensure appropriate attribution.

STAFF AND LOCAL RESOURCES

City of Watertown Planning Staff will be available to assist with meetings needed to accomplish this project, compiling past information and previous plans, provide zoning information and assist with other any other needs if possible.

SUBMISSION REQUIREMENTS

Interested firms shall submit their qualifications which should include the following:

- A full description of how the chosen firm will complete each item in the Scope of Work, as well as a schedule that lists all milestones for developing and executing project deliverables.
- A narrative explaining the firm's qualifications for the project, and a summary of the firm's recent experience in similar projects;
- A description of each staff member or sub-consultant who will be involved with this project and a description of his or her role in the project. The proposer must provide a list of all person(s) who will be assigned work pursuant to this RFP (including subcontractors), as well as their resumes showing qualifications, educational background, training and experience;
- Ability to integrate this project into the firm's present workload;
- References: names and contact information of previous clients with a detailed description of the type of project completed. The proposer must submit five references from projects of similar scope and nature. Each reference should include a contact person, email address and phone number along with a statement describing the project;

- A budget, including a cost for each task and a lump sum cost for the entire project. In addition, a timeline for the completion of the project by task should be included. A Cost proposal outline must accompany the submission. It should break down each task in the Scope of Work and show the ability to complete all project tasks within the allotted budget;
- A statement of the respondent's effort to comply with the State's Minority and Women Owned Business Enterprise (M/WBE) goals of 15% Minority-owned Business Enterprise ("MBE") participation and 15% Women-owned Business ("WBE") participation (based on the current availability of MBEs and WBEs);
- The successful firm will be required to provide proof of General Liability Insurance in the amount of not less than \$1,000,000.00 for each occurrence and in an amount not less than \$2,000,000.00 general aggregate.

EVALUATION CRITERIA AND PROCEDURES

- Quality and completeness of the response: The City will evaluate proposals based on their quality, clarity, and demonstrated understanding of the project objectives;
- Implementation Schedule: The City will also evaluate proposals based on their ability to complete the project within the timeframe the firm describes in its submission;
- Cost-effectiveness of the proposal;
- Qualifications and relevant experience with respect to the tasks to be performed;
- Reputation among previous clients and previous experience;
- Ability to satisfy MWBE requirements.

SUBMISSION DEADLINE

Expressions of interest are due by **4:00PM, Friday, December 18, 2020**. Responses shall include three (3) paper copies and by email in PDF format. All files must be less than 10 megabytes. Dividing the response into multiple emails to exceed the 10 megabyte per email limit total is not acceptable.

Responses must be sent to:

Ms. Dale Morrow
Purchasing Manager
245 Washington Street, Suite 302
Watertown, NY 13601
dmorrow@watertown-ny.gov

For Questions please contact:

- Michael Lumbis, City of Watertown Planning and Community Development Director: mlumbis@watertown-ny.gov, (315) 785-7734
- Geoffrey Urda, City of Watertown Planner: gurda@watertown-ny.gov, (315) 785-7725

PRESENTATION BY RESPONDENTS

The City may require qualified finalists to give presentations. If held, the City will notify finalists of the time, date and location.

Presentation format will be at the discretion of the proposers. Presentations will be limited to a one-hour period per respondent, which includes questions. All key managerial personnel, as well as key personnel working on the project, must attend the proposal presentation.

NOTIFICATION OF AWARD

The City will notify the successful respondent by phone, followed by written confirmation. Each respondent whose proposal is not accepted will receive notification by email.

After notification of award, the City and the successful respondent will work together to develop a contract for the project. City of Watertown Planning Staff will then present the finished contract to the City Council for approval, after which the project can begin. In the event that a contract cannot be finalized within thirty (30) days of the award, the City reserves the right to enter into negotiations with another respondent.

PROPOSAL COMPLIANCE DOCUMENTS

The following docs must be signed and included with your proposal:

Compliance to Law Requirements – Non Collusion Certificate

In accordance with the provisions of Section 103-A of the General Municipal Law, it is understood and agreed that upon refusal of a person called upon before a Grand Jury to testify concerning any transactions or contracts had with the State, or an political subdivision thereof, a public authority or any public department, agency or officer of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against any subsequent criminal, prosecution or to answer any relative question concerning such transaction or contract:

- (a) Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids or receiving awards from or entering into any contract with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services for a period of five (5) years after such refusal, and to provide that:
- (b) Any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, 1959 or with any fire district or any agency or official thereof, on or after the first day of September, 1960, by such person, any by any firm, partnership, or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation or fire district without incurring any penalty or damage on account of such cancellation or termination but any monies owing by the municipal corporation or fire district for goods, delivered or work done prior to the cancellation or termination shall be paid.

Section 103-d Statement of non-collusion in bids and proposals to political subdivision of the state:

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly

be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

The person signing this bid or proposal certifies that he had fully informed himself regarding the accuracy of the statement contained in the certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf;

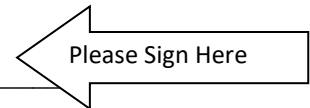
That attached hereto (if a corporate bidder) is a certified copy of the resolution authorizing the execution of this certificate by the signator of this bid or proposal in behalf of the corporate bidder.

Non-Collusion Certificate

EACH PROPOSAL MUST HAVE ATTACHED TO IT A NON-COLLUSION CERTIFICATE PURSUANT TO 103-D OF THE GENERAL MUNICIPAL LAW FULLY COMPLETED AND SIGNED. THE CERTIFICATE BELOW MUST BE COMPLETED AND RETURNED WITH THIS BID.

Resolved that _____ be authorized to sign
and
submit the proposal of this corporation for the following project:

And to include in such proposal the certificate as to non-collusion required by section one hundred three D of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporation shall be liable under the penalties of perjury.



The foregoing is true and correct copy of the resolution adopted by:

Corporation

At the meeting of its Board of Directors held on _____ day of _____
20____

(Seal of Corporation)

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General

Services (OGS) will be developing a list of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law) (the “Prohibited Entities List”). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, to the best of its knowledge and belief, each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the City receive information that a Bidder/Contractor is in violation of the above- referenced certification, the City will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the City shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The City reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she is the
of _____

The _____ Corporation and that neither the
Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

SIGNED

SWORN to before me this day of _____ 20

Notary Public: _____

Certification of Sexual Harassment Prevention In the Workplace Policy and Annual Sexual Harassment Prevention Training of All Employees

Pursuant to NYS Finance Law 3139-1

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section Two Hundred One-g of the Labor Law (NY Labor Law §201-g).

A bid shall not be considered for award nor shall any award be made to a bidder who has not complied with the certification requirement of NYS Finance Law §139-1(1); provided, however, that if the bidder cannot make the foregoing certification, such bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore.

Any bid hereafter made by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where such bid contains the statement required by NYS Finance Law §139-1(1), shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the corporation.

Certified under penalty of perjury:

Signature: _____

Print Name: _____

Title: _____

Defined Project Corridors

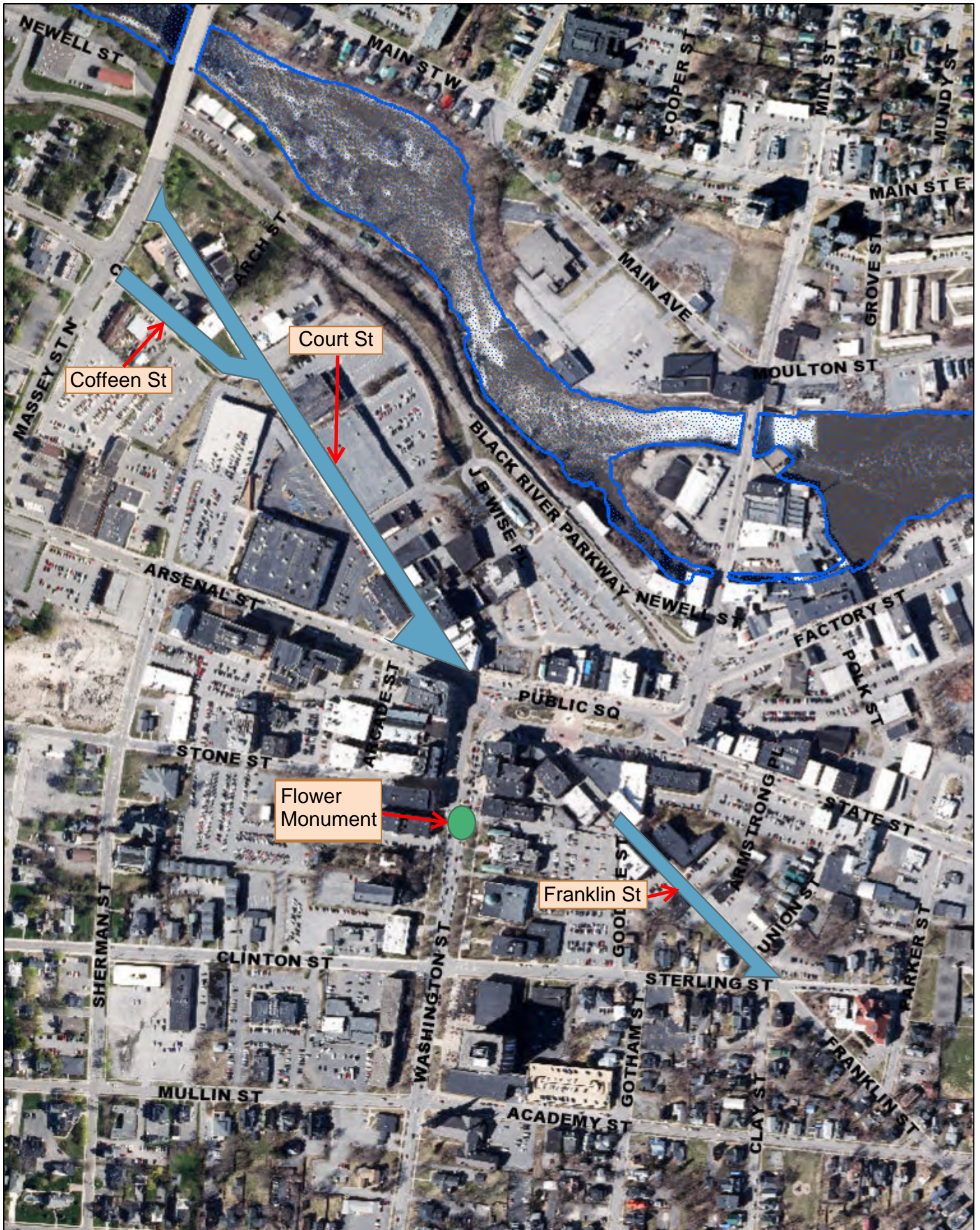
As depicted on the map on the following page, the defined street segments for each of the three project corridors are as follows:

Court Street: The entire span of the street from the eastern terminus at the confluence with Arsenal Street and Public Square to the western terminus at Massey Street North.

Coffeen Street: The approximately 550-foot segment between Massey Street North and the eastern terminus at Court Street.

Franklin Street: The 200-block; an approximately 700-foot segment spanning from Goodale Street to Sterling Street.

The defined project areas include the entire width of the above corridors, from building face to building face. While the City envisions streetscape improvements to occur primarily in the area located between the curb and building face, the City will also consider impactful improvements across the roadway cross-section.



1 inch = 400 feet

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

TABLE OF CONTENTS

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3-4
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	4-5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with Breach Notification and Data Security Laws	6
23. Compliance with Consultant Disclosure Law	6-7
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26. Iran Divestment Act	7
27. Admissibility of Contract	7

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The

Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and

improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State

or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS, APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be

required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.



City of Watertown

Streetscape Design *Improvements*

Barton & Loguidice

Improving the Streetscape and Pedestrian Environments

Proposal | December 18, 2020

December 18, 2020

Ms. Dale Morrow, Purchasing Manager
245 Washington Street, Suite 302
Watertown, NY 13601



Re: Streetscape Design Improvements, City of Watertown, NY
File: 703.3900

Dear Ms. Morrow:

Over a decade ago Barton & Loguidice recognized the value in establishing a local office in Watertown to better serve our North Country clients. Working with our **Branch Manager, John Condino**, a lifelong resident of the City, we quickly recognized that the revitalization of Downtown Watertown had already begun and made the decision to play a key role in those efforts. Our commitment to the community and those efforts is quite evident as we prominently and proudly display our name on our office building. As you will see in our proposal, we are uniquely qualified to provide not only the expertise, but in addition, the passion and insight needed to help the city meet and exceed the goals of this project. As envisioned in the City of Watertown's Downtown Revitalization Initiative, its Comprehensive Plan and other guiding documents and projects recently completed, the City's vision reinforces a community context in the downtown area that focuses on its streets and gateways, pedestrian spaces and historic elements, and links between neighborhoods, businesses and its urban core.

Barton & Loguidice, D.P.C., (B&L) has assembled an experience and innovative team that will provide the local knowledge, understanding, and creativity this project requires to achieve your goals. Our team includes **Elan.3 Consulting (WBE)** with whom we will work collaboratively to develop the concepts and preliminary designs with substantial public and stakeholder engagement, **Prudent Engineering and Land Surveying (MBE/DBE)** for surveying and data collection, and **Atlantic Testing Laboratories (WBE)** for any necessary subsurface investigations.. With this dynamic team we can deliver all of the services needed in a systematic and creative way while ensuring you meet the DRI funding and M/WBE participation goals required by New York State.

Our team will be led by **Mark Budosh, P.E.**, an experienced transportation engineer whom has led several large-scale urban streetscape and complete street retrofits in Central New York and the North Country, including the **Watertown Western Boulevard Construction, the Connective Corridor and Bridge Street/Milton Avenue Streetscape Improvements projects in Syracuse**. Working alongside Mark will be **Keith Ewald, P.L.A., AICP** an Urban Planner and Managing Landscape Architect with the firm whom has several years' experience working with the City of Watertown, Jefferson County, and Region 7 DOT as the project manager for the preparation of the Watertown-Jefferson County Area Transportation Council (WJCTC) Long Range Transportation Plan. Keith will also be managing several multi-modal transportation planning assignments in the coming year for the MPO as part of a five-year term agreement B&L has with the WJCTC for transportation planning services. Between B&L and Elan.3 Consulting, our team's familiarity and experience working with and in the City of Watertown to advance creative streetscape and urban design initiatives is unmatched.

If selected for this project, we will keep the following very important factors in mind as we advance design and communication tasks to meet your project goals:

- A holistic urban design approach to the three core project corridors identified in the RFP that invests in place-making as the central tenet of our approach.
- We will build off the City's DRI concepts and expand those features to the "front door" of the community by way of Gateway design treatments and historic preservation.
- Increase visibility, use and identity of Lachenauer Plaza, including a creative design solution to better protect the Roswell P. Flower monument while also incorporating placemaking and unique treatments into the design – our team would love an opportunity to completely reimagine how the space around this historic piece of art could be integrated into the urban fabric of Washington Street adjacent to Public Square, and right outside the windows of our Watertown office.
- Ensure a universally accessible and creative, yet safe streetscape design of local streets
- Materials shall be visually striking, compatible with the City's urban context, environmentally responsible, and low maintenance.

To achieve all of the important work outlined in our proposal herein, communication of ideas and diligence with the City, permitting agencies, utility companies (National Grid), and local business owners, is absolutely vital to ensure the various features of this DRI funded project are designed with creativity and an eye on the City's goals. We hope that you will find our proposal to be enlightening and we very much look forward to continuing our working relationship with the City of Watertown to bring this important project to fruition together.

Should you have any questions, please contact Mark Budosh or John Condino in our Watertown office at 315-701-9810.

Sincerely,

Barton & Loguidice, D.P.C.



Matthew J. Schooley, P.E.

Executive Vice President



Mark C. Budosh, P.E.

Associate



Streetscape Design

Improvements

Project Understanding....**01**

Project Approach....**03**

Project Scope of Work....**07**

Milestone Schedule....**13**

Firm Qualifications....**14**

Key Personnel....**18**

Firm Workload....**24**

M/WBE Statement....**24**

Similar Experience with References....**25**

Cost Proposal....**41**

Proof of Insurance....**43**

Required Forms....**45**

**Barton
& Loguidice**

...Improving

Streetscape and

Pedestrian Environments



*“If you plan cities for cars and traffic, you
get cars and traffic. If you plan for people
and places, you get people and places.”*

– Fred Kent, Project for Public Spaces

Project Understanding



The intent of the Watertown Streetscape Improvement project is to go beyond the exercise of designing streetscape improvements to simply beautify the public realm. The intent is to support downtown as a destination, making it an inviting community place for people rather than simply a thoroughfare for vehicles passing through downtown. Redesigning the public square and addressing these key arterial streets will achieve this goal and build off of other signature improvements in the downtown area.

A general rule of thumb in downtown revitalization is that people are willing to walk 1,500’. That distance can be stretched further if it is a comfortable, safe, inviting, well-lit environment. **Improving sidewalks, crosswalks and adding street trees, benches, lights, art and signage** will enhance the pedestrian experience, helping to draw people to *Downtown Watertown to linger, spend money, and simply enjoy what Watertown has to offer.*

Downtowns are further enhanced when people can ‘explore’ and have various areas in which to relax. While Lachenauer Plaza may in the future offer a nice respite of green space in the center of busy downtown traffic, the current configuration offers no convenient, safe, and inviting way for pedestrian traffic to access it. And, despite the Governor Flower monument’s prominent location at the entrance to Public Square on Washington Street, it also is not easily or safely accessed and perhaps there may be an opportunity to capture some of the area surrounding it for interpretive components. Enhancing these components and connecting them to such destinations as the Black River Riverwalk, multiple parking areas, Flower Memorial Library, City Hall, Masonic Temple (when finished), and the new YMCA (when constructed at its new location) will make downtown Watertown a place people will want to explore.



This DRI project is an opportunity for the City, including elected leadership, municipal departments, business owners, and residents, to implement components of both the recently adopted Watertown DRI Strategic Initiative and Comprehensive Plan. Specific to the Comprehensive Plan this project will advance two of the three guiding principles and three specific goals:



Vibrant

Watertown will enhance the character and livability of the City to create an active, vibrant place where people desire to live. The design of public spaces and programs will celebrate and strengthen community engagement and the unique identity of our neighborhoods. New development will be designed around the human experience, promoting walkability and a mix of uses to create an attractive, welcoming environment for residents, visitors, and businesses.



Enduring

Watertown will be an enduring, intentional community that anticipates and adapts to changing needs and realities. It will shape a prosperous, resilient community by fostering economic opportunity while incorporating sustainable, responsive development policies that preserve and cultivate the best of Watertown for current and future generations.

Specific Goal #3:

Create great public spaces and amenities that activate the public realm and enhance the character and livability of the City

Specific Goal #5:

Leverage existing community assets by connecting and improving them for residents and visitors

Specific Goal #10:

Preserve and enhance Watertown's natural, cultural, and scenic resources

To set the stage for enhanced design that defines the spaces, Doug Lamson, Elan.3's colleague from Boulder Colorado, will join our team as an urban designer, or 'placemaker.' Using his decades of experience, Doug helps create inspired place-based community activators throughout the U.S. He does this by identifying and illuminating driving influences like context, character, function, ambition, and constraint to compel inspired placemaking. For this project, Doug will help to distinguish key public improvement opportunities for building a recognizable presence for downtown with gateways and linkages, signature lighting, public art and signage.

Working collaboratively with Elan, our team will build a project with the City to deliver exactly what is needed in a highly cost-effective manner.

The project will:

- Develop targeted analysis of existing conditions and spatially articulate the results
- Identify opportunities for design enhancements that are meaningful and impactful
- Integrate public art through various means (i.e., sculpture, art, lights, benches, etc.)
- Prepare a set of construction documents for bidding
- Engage the City residents and balance the needs of all of the stakeholders to ensure the design meets the needs of all users



Project Approach

B&L and Elan.3 will lead the project team and Stakeholders on collaboration of ideas, design solutions, historic preservation, and placemaking in Watertown's downtown areas. Lisa Nagle will provide a vital role, assisting our team with context sensitive conceptual designs, unique approaches to better interface adjacent land uses and storefronts with the pedestrian realm and street, assisting with public outreach and focus groups, and building upon the DRI Plan and other recent City initiatives.

Elan.3, working closely with City Stakeholders, has established the framework for this transformation and will continue to play an integral role in leading a cohesive, collaborative approach to this project. Our team will build upon the DRI Plan which defined a significant palette of traffic calming, bicycle and pedestrian enhancements for Court, Coffeen and Franklin Streets with a substantial background and history already embedded into our project partnership. The knowledge and understanding our team has obtained in the DRI process and other local projects in the City of Watertown provides a unique perspective for seamlessly integrating streetscape design, urban placemaking, and historic preservation, and will play a critical role in the success of this project.

Our team's approach is based on the following understanding of, and energy for the project:

- Create an identifiable, legible, and unique identity that encourages people to spend more time downtown
- Celebrate the history and arts as a cohesive part of downtown's unique identity composed of culturally significant, entrepreneurial and creative destinations
- Integrate unique gateway elements into the City's downtown areas to help address the types of issues that were part of the planning phases – physical gateways and connections, pedestrian traffic flows and destinations, and proximity to the anchor tenants such as the future YMCA on Arsenal Street and that backs up to Court Street
- Create designs that reflect the idea that downtown and its businesses largely benefit and depend on walkability as part of a healthy community, sustainable development, and business activity
- Work with the City to integrate designs that build on the economic and cultural significance of this project – and primarily the significant role downtown streets play in the future marketability of the City of Watertown



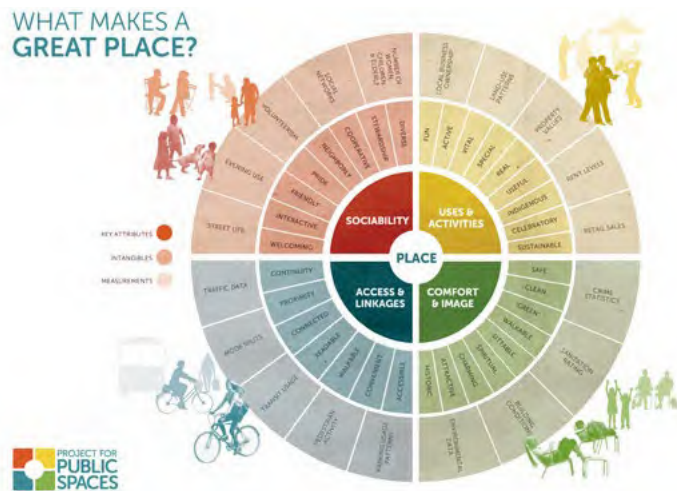
The B&L team understands the role Public Square, Lachenauer Plaza, the Roswell P. Flower monument, and other public spaces in the downtown area play in creating a quality public space as a destination, and that the most important and impactful public spaces the Watertown community has is its streetscape and the connections the streets have with homes, businesses, parks, and the waterfront. Placemaking is a collaborative process between all parties involved – the City and its stakeholders, the business owners and residents, artists and students, visitors and guests – to maximize shared value for public spaces, such as streets.



According to Project for Public Spaces, there are **8 CLEAR PRINCIPLES OR CHARACTERISTICS** that **STREETS, DISTRICTS AND NEIGHBORHOODS** should tap into to make a street, neighborhood or district a destination.

Safe ▪ Inviting ▪ Rich in Detail ▪ Design for Linging ▪ Interactive and Social ▪ Unique ▪ Accessible ▪ Flexible

These eight principles capitalize on the community's assets, downtown's potential, and inspiration, all part of a community-based collaborative approach. Many successful streets and districts may have some or most of these principles, but few meet all. The City of Watertown's DRI initiative has the structure and prior momentum to achieve many if not all of these principles.



The Watertown Streetscape Design Improvements, as proposed; gateway features, pedestrian improvements, streetscape enhancements, lighting, signage and amenities, integrated with the thriving cultural and social activity of the downtown area, will be immediately effective in making Public Square and downtown more of a destination. The project team synergy and balance, and relationship with City stakeholders are key to capitalizing on the energy of the DRI, and will assist in achieving these critical principles to transform your streets into truly multi-modal linkages less defined by vehicles. By selecting the B&L Team, the City will gain an experienced partner with a history of successfully helping upstate and North Country cities and villages revitalize their downtown cores and gateway entrances through the proper balance of infrastructure improvements, multi-modal transportation enhancements, aesthetic updates, public art, and community connectivity. Downtowns are the heart of a community, and a healthy, thriving downtown is key to a strong community and economic prosperity.

Watertown Streetscape Key Project Components

STREETSCAPE

The foundation of this project will be the streetscape improvements along Franklin, Court and Coffeen Streets, and leveraging ways to incorporate gateway designs where appropriate – particularly at Lachenauer Plaza as one travels from I-81 or western neighborhoods into Public Square. The streetscape improvements will focus on improving the pedestrian safety, comfort, and walkability of those key corridors. The City's downtown has already implemented new streetscape projects improving the connectivity and environment for pedestrians, and this project will seek to further strengthen and connect seamlessly to those efforts and build off the City's Complete Street Policy. The streetscape component entails sidewalk and curb ramp improvements; traffic calming measures, curb extensions and crosswalks enhancements to improve safety; new materials to create identity and legibility; signage and wayfinding; and, elements such as street trees, plantings, seating and site amenities to provide a comfortable and inviting downtown core.

HISTORIC IDENTITY AND PRESERVATION



A key overlay component to this project will be the integration of public art and historically significant preservation and/or installations, environmental graphics, wayfinding, signage, innovative and experimental lighting, and creating a distinct identity for the key corridors within downtown. Public art is a powerful placemaking tool. It encompasses art displays, sculpture, projections, mosaics or murals, monuments, and light installations that are displayed in the public realm and enjoyed by people to strengthen the connection between art and public space through planned intervention. Using art and branding elements to create a distinct identity is a strategic method to create, preserve and highlight the arts, culture and heritage of downtown Watertown and the key corridors that link downtown to its adjacent neighborhoods and businesses.

GATEWAY TREATMENTS

Creation of critical gateways into Watertown's downtown will help establish and strengthen the identity and sense of arrival into the area. The gateway initiatives will likely include celebratory and distinct features that welcome visitors and promote the ideas and principles of placemaking. Improvements on Franklin, Court and Coffeen streets and associated downtown intersections will include measures to improve safety, colorful and vibrant intersection and crossing treatments, curb extensions, lighting, and wayfinding and signage to assist in defining and navigating these areas, further expanding on the Public Square identity. Gateways, in addition to providing a strong sense of place and arrival to downtown, will enhance the links to surrounding neighborhoods and pedestrian connections, and strengthen the experience and relationship between areas like the Court Street business corridor, the Future YMCA, the Riverwalk, and nearby parks and open spaces.

PUBLIC OUTREACH

This exciting project built enormous support through Elan.3's initial planning and design efforts during the DRI. As indicated in numerous media reports, support letters, and other organizations and initiatives, the idea to transform these key street corridors with a unique sense of place and identity generated tremendous shared value with all stakeholders. Elan.3 formed critical relationships and built significant momentum regarding public engagement, input and interest. Along with Elan's previous public engagement on this project and well received extensive outreach by B&L working with Region 7 DOT and the Watertown-Jefferson County Area Transportation Council (WJCTC), our team can build on the extensive interest and momentum already established for this project.

People ignore projects that ignore people. **SUCCESSFUL PROJECTS ARE WELL-LOVED,** and **WELL-LOVED PROJECTS ARE TAKEN CARE OF AND MAINTAINED.** Fostering collaboration and input from the City, public, and the projects stakeholders is vital to a successful project.

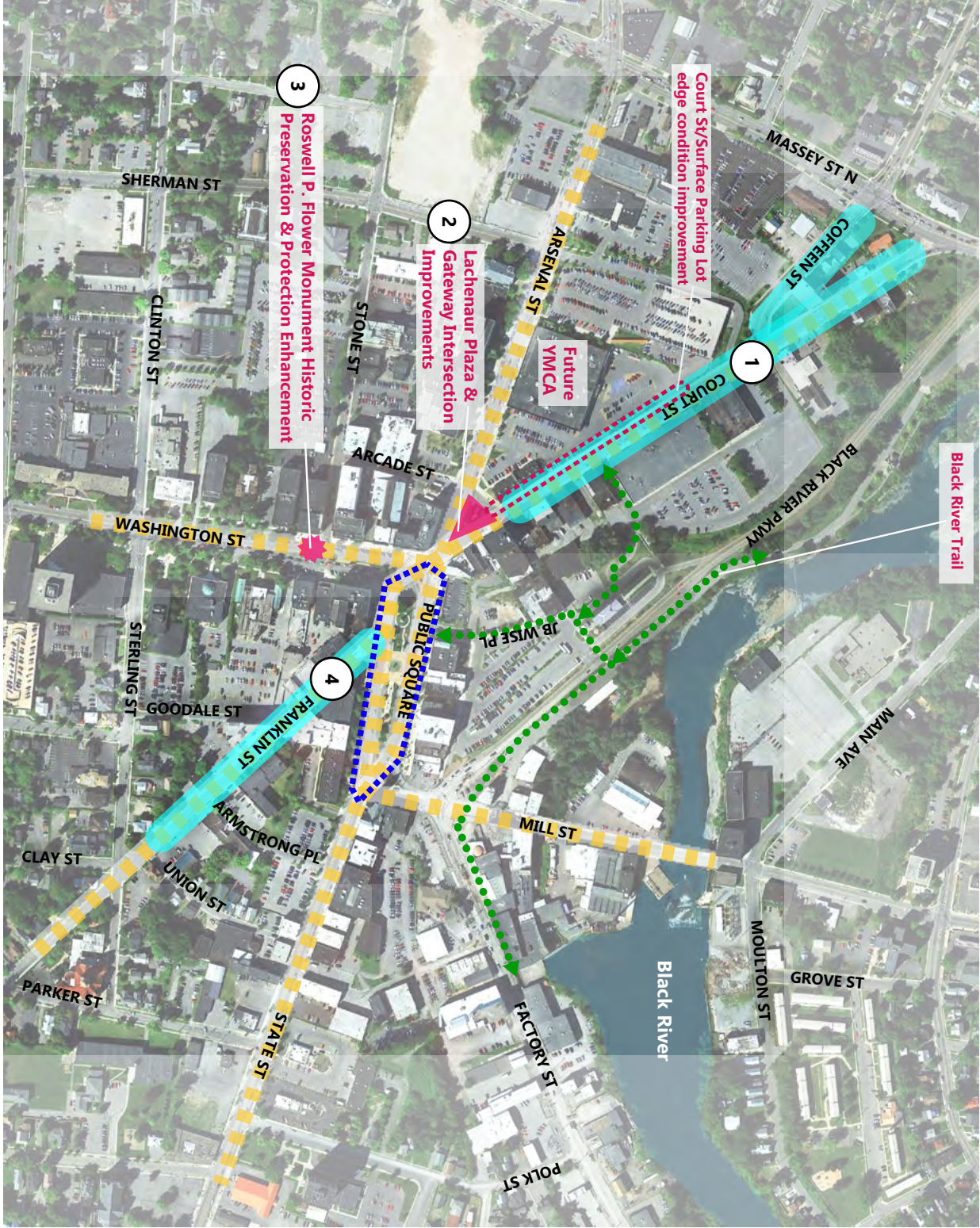
DESIGN & ENGINEERING

Built upon the collaboration and achieved consensus through the conceptual and preliminary design, consultation with key stakeholders, and identification of critical needs, desires and issues, the proposed design will require a careful and thorough design and engineering process. B&L has extensive knowledge and experience regarding the intense process of integrating artful, vibrant and civic initiatives into downtown streetscape environments. B&L provides a careful balance between maintaining the creative design intentions with functional requirements of a public space, meeting the demands and goals of the overall project, but still adhering to the transportation and pedestrian design, local, state and federal guidelines and requirements.



Place Making Formula

Know the Setting + Visualize the Changes + Implement The Design = Enhance Community Setting!



Project Scope of Work

Pursuant to the tasks and deliverables outlined in the RFP, our team proposes the following Scope of Work to achieve the project goals related to urban design, community connectivity, livability, and destination. It should be noted that we organized our proposed tasks to align with those of the RFP in a manner that would reflect our proposed design process while achieving all task and deliverables as required in the RFP.

Task 1: Project Kick-Off Workshop

To ensure continuity of ideas and adherence to the vision established during the preparation of the DRI, the B&L team proposes to re-engage the City's DRI representatives and project stakeholders to maintain continuous communication through all phases of project design development. Key components and deliverables proposed for this Task would include:

- a. Discuss overall project scope, schedule and timeline for coordination calls and review meetings between design team and City.
- b. Walk-through of the project corridors and urban spaces with City representatives and key stakeholders to discuss design ideas and critical project components.
- c. Regroup after the walk-through at City Hall for a design workshop with participants of the design team and attendees from the stakeholder/committee group. This task can also be completed remotely to adhere to COVID-19 restrictions.
- d. Present any issues, opportunities, and preliminary design ideas in accordance with the DRI concepts.

Task 1 Deliverables:

- a. Meeting summary package including workshop notes, graphics, design vignettes, actions for design team and City, and a schedule for key project milestones, progress reports and meetings, and invoices. This package is envisioned to be a summary document that clearly defines the design intent for the project areas.

Task 2: Preliminary Landscape Architectural and Engineering Design (Satisfies Task 1 – Existing Conditions Analysis, Task 2 – Topographic Survey, and Task 3-Draft Designs, of the RFP)

As part of the initial streetscape and urban design phase of the project, B&L, along with our partner Elan.3, will collectively analyze the existing conditions of the project corridors, adjacent land uses and building typologies, utilities,

signage, materials, and historic and cultural features and assets, as well as how people and vehicles use the public rights-of-way. We will document this information in both written and illustrative form (schematic plans, maps, typical sections, design vignettes, etc.) to help convey issues and opportunities related to the corridors and public spaces, and review this information with the City to help guide conceptual design decisions as an initial push into our collaborative design process.

This phase will focus on advancing the key design components and decisions that will be the basis of design for the rest of the project. For the project areas identified for this contract, our team of urban designers, landscape architects, and engineers will focus on the following design approaches to meet the City's goals:

1) Create a Series of Linked Gateways

Franklin, Court and Coffeen Streets all serve an integral multi-modal purpose for the City and its residents. Not only are they critical transportation corridors, but they exhibit opportunities to showcase many land use, historic and cultural assets that lay underutilized or unnoticed. Our approach to this component of the DRI project will address both the internal conditions of the project corridors and the connections of the adjacent land uses to the street and larger downtown area or neighborhood, based on the understanding that each resident's or business owner's door starts at the street level and extends through the connective fabric of the City and its urban spaces. While assessing existing conditions and engaging in conceptual and preliminary design, our team will focus on the following criteria - connectivity, greenness, eyes on the streets and historic and cultural assets and monuments, and mobility to and within the project corridors and beyond. We will devise a series of gateway designs, wayfinding opportunities, branding and identity strategies, and potential public art and/or innovative accent



lighting ideas to include as part of the improvements. Each street corridor clearly has its own identity and function. However, visually and physically connecting these streets through design innovation and environmental stewardship is a core value of our team's approach to this task.

2) Increase Connectivity between Downtown Destinations

Our approach to this component of the project will bring our team's unique expertise and experience with other similar DRI projects to the pedestrian realm where streetscape and gateway improvements will be in accordance with the DRI budget estimates and concepts as presented in the DRI Plan. Our team has the requisite experience to implement stated ideas and concepts for a more robust urban forestry plan with a lasting/durable design for Franklin, Court and Coffeen Streets, "softening" up the pedestrian realm, and drawing more foot traffic and pedestrian activity through innovative and experiential design to set a precedent for true placemaking that the City can build upon for years to come.

Also, integrating green infrastructure practices into the urban forestry and streetscape designs is another opportunity our team proposes to discuss and explore with the City. Harvesting rain water and using it for long-term tree and root growth in the urban environment has proven incredibly successful not only to establish a robust tree canopy along downtown streets, but also to raise environmental awareness and resiliency through minimizing pollution from the roadways that make it into the local waterways. Early in the preliminary design phase, any desired Green Infrastructure (GI) practices should be identified and considered along the projects roadways as well as in adjacent urban greenspaces. As the regulatory landscape trends toward integrating more "green technology" with traditional "grey technology", B&L has been at the forefront of design innovation and implementation. B&L was involved in some of the first uses of Silva Cell systems and the use of structural soils in upstate New York as the prime design consultant on the Syracuse Connective Corridor project for City of Syracuse and Syracuse University. If addressed early on in the project development process, GI installations can be integrated directly into the design with minimal additional cost (sometimes even saving construction dollars by leveraging additional grants such as

EFC's GIGP program). A consensus among the City and project stakeholders should be built regarding possible features, their locations and maintenance requirements, including:

- Porous asphalt or flexipave
- Rain gardens and bioswales
- Permeable paving surfaces around street trees
- Tree trenches and additional street trees
- Rainwater harvesting/Barrels
- Native plantings
- Silva Cells/Structural Soils
- Education outreach and interpretive exhibits

TASKS PROPOSED TO BE INCLUDED IN THE PRELIMINARY DESIGN PHASE:

Task 2.1: Topographic and Utility Site Survey, Base Information and Mapping

Our partner, Prudent Engineering and Land Surveying (MBE), will provide terrain data required for design by means of a topographic field survey in conformance with Chapter 21 of the NYSDOT HDM. The survey data includes establishing horizontal and vertical control, locations of all planimetric features natural and man-made, collection of sufficient data to generate a digital terrain model (DTM) with a one foot contour interval. All measurable subsurface utility locations and inverts such as storm, sanitary, electric, telephone/data, fiber and/or cable lines, and traffic signal loops, etc. will be included in the DTM wherever possible.

The survey will include the project areas described above. Lateral limits of the survey will be from building face to building face where present, or ten feet beyond approximate HB/ROW/property line limits. Prudent will prepare an introductory letter for the field crew to be distributed to interested/impacted property owners prior to any field crew being deployed.

Design mapping shall include, but not be limited to the following features and elements:

- All pavement markings, curb lines, shoulder and median types
- All visible utility infrastructure, lines, subsurface utility locations

- Locations of all traffic control features
- Surface materials and locations (asphalt, concrete, curb, lawn, landscape, tree locations along with species and DBH, gravel, etc.)
- Right of way limits with parcel lines, based on tax map data
- All locations and elevations of building fronts, including changes in direction, stairs, stoops, landings and thresholds, etc.
- Any subsurface boring locations if requested

Task 2.2: Gateways and Branding, Innovation and Public Art Installations

Working with Elan.3 to lead this task, our team will work collaboratively with our experienced urban design and place-making professionals to build upon the City's wayfinding sign initiatives to ensure gateway designs, wayfinding opportunities, branding and identity strategies, and public art and/or innovative accent lighting or signage design is included as part of the gateways and community connectivity design enhancements. These critical project elements will be part of the creative design process throughout the project to ensure strategic integration into the construction documents. Our team will engage in design discussions regarding branding and place-making early in our process, starting with the Task 1 Workshop discussed above. The conceptual development of design strategies will be documented in a comprehensive design package to convey a legible, unified design theme that builds off the DRI plans and concepts.

Our team will prepare an Environmental Enhancements Package (EEP) which will consist of refinements to selected branding concepts; provide design development of coordinated elements such as furnishings, signage, and accent lighting; use of graphics, images, or photo-rendered proposed options; and, annotations indicating materials, colors, typography, dimensions, and descriptions and notes on deployment in the streetscape. This information will be utilized to convey the identity and inform the design intention to integrate true place-making elements into the overall Preliminary and Final Design deliverables.

Task 2.3: Preliminary Landscape Architectural Design and Engineering

The B&L Team will produce preliminary plans, a basis of design summary

memo, and cost estimates to 30% completion. The 30% preliminary submission will generally include the layout of pedestrian sidewalk, trail and crosswalk improvements, traffic calming and curb extensions, bike facilities, lighting improvements, park concept plans, pavement replacement areas, intersection improvements, landscape and street tree planting plan, outdoor dining opportunities preliminary locations/styles of furnishings.

THE FOLLOWING COMPONENTS WILL BE CONSIDERED AND INCORPORATED IN THE PRELIMINARY 30% DESIGN PHASE DELIVERABLES DEVELOPMENT:

2.3.1 Landscape Architectural Design

The B&L Team will revisit the conceptual design images and proposed improvements from the City's DRI application and other related documents provided by the City. The Team will consult with the City's DRI representatives on the concepts of projects prepared to date, informed by the ground survey and utility base mapping to layout the planned streetscape and urban design improvements. Working collaboratively throughout, our team will develop site analysis diagrams, models and/or renderings to convey design intent, and clear and concise preliminary design level construction drawings conveying the unified identity, theme, and branding through furnishing, lighting, materials, colors, and landscape improvements across the project areas identified in the RFP. This information will become the basis for the 30% streetscape and community connectivity improvement plans.

2.3.2 Engineering Design

We will provide preliminary engineering and constructability review, coordination, and conformance to standard Federal, State and Local regulations and requirements of the streetscape design. Horizontal alignments will be prepared to assist the design of the layout, as well as vertical alignments to generate profiles as needed. Preliminary investigation of potential impacts to above grade and buried utilities will be completed and illustrated on accompanying 30% Utility Plans that will include typical sections, horizontal geometry, plan and profile for sidewalks, cycle tracks, street



and storm infrastructure (as needed), utility layout, traffic signage and striping plans. Due to the variety of enhancements along local roadways this project will be designed using NYSDOT Standard Specifications for Construction and Materials, and in accordance with all applicable City of Watertown standards.

All streetscape infrastructure construction documents (site plans, specs, etc) will be designed pursuant to current versions of the following documents, as applicable:

- City of Watertown Complete Street Policy
- AASHTO A Policy on Geometric Design of Highways and Streets ("Green Book")
- ADA Accessibility Guidelines for Buildings and Facilities (ADAAG)
- AASHTO Guide for the Development of Bicycle Facilities
- NYSDOT Highway Design Manual
- National Manual for Uniform Traffic Control Devices (NMUTCD)
- NYSDEC Stormwater Management Design Manual

2.3.3 Design Geometry / Transit / Pedestrian Generators

The B&L Team will review the preliminary designs for conformance to applicable NYSDOT, FHWA, and AASHTO guidelines including turning movement templates (design vehicle designation), roadway geometry, pedestrian and bicycle facilities, on-street parking, delivery truck parking/offloading, transit stop requirements, and safety issues.

Accident Data and Analysis, Traffic Counts, Capacity Analysis, Pavement Analysis, and Traffic Signal Design are not within the scope of this project. Supplemental services can be provided as requested.

2.3.4 30% Basis of Design Memorandum

A 30% Basis of Design Memorandum will be prepared for summarizing proposed improvements, narrative descriptions, high quality graphics and renderings to convey design intent being developed in the construction drawings, supporting design calculations, and cost estimates. A Draft memorandum (via electronic PDF) will be submitted to the City for review and comment. Stakeholder comments will be reviewed during an in-person meeting or video conference. B&L will prepare a final 30% Basis of Design

Memorandum incorporating Stakeholder comments, and provide one electronic copy and two (2) hard copies to the City.

Once the City and DOS collectively review and approve the 30% Basis of Design Memorandum, it will become the basis of design for the Final Design Phase services.

Task 2 Deliverables:

- a. Survey mapping, provided in either .dgn format, with Microstation version V8i InRoads DTM or .dwg format in AutoCad Civil3D or Microstation DGN files; 1" = 20' scale suggested mapping on 11" x 17" tabloid format, with points and one foot contour intervals.
- b. Draft and Final Environmental Enhancements Package (EEP) to convey the identity and inform the design intention to integrate true place-making elements into the overall Preliminary Design deliverables.
- c. Draft and Final 30% Basis of Design Memorandum and supporting documents to accompany the plans.
- d. 30% construction cost estimates

Task 3: Public Input and Engagement (Task 4-Stakeholder Feedback, of the RFP)

The B&L Team will prepare a Public Engagement Plan for the development of the project beginning with outreach during the Preliminary 30% Design Phase, with recommendations to provide additional online and electronic platforms for public viewing and input beyond the 30% design completion. The Public Engagement Plan will outline the list of stakeholders, schedule and timing, materials and methods of involvement, and process of public involvement for the public meetings and stakeholder outreach.

Due to the current COVID-19 social distancing and other restrictions on mass gatherings, the Plan will also include opportunities/protocols for scheduling and conducting virtual meetings with the City, Project (Business) Stakeholders, and the general public. Subtasks associated with our team's plan for public input is summarized below:

Task 3.1 Public Information Meeting / Open House

Led by Elan.3, our team will plan, prepare for and facilitate a public meeting that can be held as a general meeting or formatted as an open house during the Preliminary Design Phase. The public meeting is anticipated to be held in close proximity to the project area or virtually due to COVID restrictions. We will provide meeting notices, flyers, agenda, graphics, presentations, and our project managers and key design personnel to facilitate, host and record the meeting.

Our team has adapted several online tools to assist in community outreach while remaining compliant with federal, state, and local regulations. For example, B&L has a YouTube Channel for hosting live, interactive meetings called The B&L Community Forum, whereby we can host and live-stream meeting events and still have them be collaborative and interactive. Additionally, for smaller group meetings, we have also used ZOOM as a platform to host, physically see each other, and communicate project schedules, materials, etc., where all participants can see materials being shared by the design team or vice versa with the LPC.

Our team will remain flexible depending on the status of COVID-19 and will be adaptive to the needs of the City of Watertown while utilizing City-approved virtual/video public outreach strategies to maintain project schedule with public participation milestones.

Task 3.2 Stakeholder Outreach and Working Sessions

The B&L Team will conduct a series of small group or individual stakeholder work sessions to discuss specific elements of the design project, issues or concerns, reviews and coordination, and desirable resolutions to include in the project designs. Stakeholders beyond the City may include other interested property owners, tenants, permitting agencies, utility companies, NYSDOS representatives, National Grid, elected officials, and appointed City representation. We anticipate the need for up to three (3) stakeholder work sessions through the Preliminary Design Phase.

Task 3 Deliverables:

- a. Draft and Final Public Engagement Plan
- b. Public Meeting / Open House notices, materials, graphic presentations, meeting summary (1 meeting; deliverables modified as necessary if video conferencing or virtual meetings are used)
- c. Agenda, materials and notes for up to three Stakeholder meetings

Task 4: Final Design and Construction Documents (Satisfies Task 5 – Final Designs, of the RFP)

Based on the input, comments, and coordination of the Preliminary Design and Stakeholder Feedback phases, the B&L Team will produce final plans, specifications, and estimates to 60% and 90% completion for final review by the City, funding and regulatory agencies. The 60% and 90% plan submissions will include advanced layout and detailing of pedestrian sidewalk and crosswalk improvements, traffic calming and curb extensions, intersection improvements, site and civil details, planting plans and details, and final locations and styles of unique furnishings, art installations and all streetscape elements, including any environmental enhancements, wayfinding signage, and gateway improvements as approved in the 30% Basis of Design Memo. The B&L Team will develop the design to the 90% completion stage, and include all plans, specifications using a to-be-determined Contract and front end and Division 49 Specification format, engineer's construction cost estimates, and other associated materials.

As part of the 60% and 90% submissions, the B&L Team will provide written responses to the City and agency review comments. The Team will prepare final (100% complete, bid ready) Construction Documents that address all relevant comments. Final contract drawings and specifications will be signed and stamped by either a NYS licensed professional engineer, registered architect or landscape architect.

The Final Plans, Specifications and Estimate package will include:

- Instructions to Bidders
- Bidding Forms
- Contract for Construction – Contract Agreement,



supplemented by Consultant's General and Special Conditions, City and NYSDOS requirements

- Special Notes
- Technical and Special Specifications
- Engineer's estimate of probable construction cost

Task 4 Deliverables:

- a. 60% and 90% Streetscape Improvement Plans, Specifications & Estimate of Probable Construction Cost
- b. 60% and 90% Comment Response(s)
- c. 100% Contract Documents (Plans, Bid Book, Final Estimate)
- d. Stormwater Pollution Prevention Plan (SWPPP)

**Task 5: Required Approvals and Documentations
(Satisfies Task 6 of the RFP)**

Early and on-going coordination with permitting agencies is critical to ensure a timely construction schedule and to maintain property communication during the design phases, such that permitting agencies are part of the overall process. Our team understands the more agencies (including National Grid) are involved during design, the more likely it is to obtain all the requisite permits needed to bid and construct the improvements on time and within budget. B&L will lead the preparation of all necessary permits or other approval applications.

Task 5 Deliverables:

- a. Summary of all permits and agency contacts during the 30% design phase submitted to the City.
- b. Preparation of all applications.
- c. Copies of all required permits and approvals shall be submitted to the City and DOS upon receipt.

Task 6: SEQRA Documents (Satisfies Task 7 of the RFP)

B&L will assist the City (Lead Agency) in complying with SEQRA (6 NYCRR Part 617). It is anticipated that the Project will be classified as a Type I Action under SEQRA, and be advanced under a coordinated review. B&L will assist

the City, acting as Lead Agency, in the following SEQRA related tasks:

- Preparing Letters to Involved/Interested Agencies with intent to be Lead Agency
- Preparing Part 1 of a Full Environmental Assessment Forms (FEAF)
- Progressing the Coordinated Review Process, including assisting the Village with completing Parts 2 and 3 of the FEAF
- Coordination with agencies including the State Historic Preservation Office (SHPO)
- Preparation of a Determination of Significance
- Preparing and posting official notices, including publication of the final determination of environmental impacts in the Environmental Notice Bulletin (ENB)

Task 6 Deliverables:

a. SEQRA Documentation (30% Submittal)

This scope of services assumes that the Project will not result in a positive declaration of significant environmental impacts, and that a Draft Environmental Impact Statement (DEIS) will therefore not be required. Should the City, acting as Lead Agency, determine the need for a DEIS, then B&L will provide those services via supplemental agreement to this contract.

Task 7: Construction Documents (Satisfies Task 8 – Final Designs and Construction Documents)

B&L will provide the City with documents that will allow for publicly bidding the Project in accordance with General Municipal Law and NYSDOS requirements following DOS approval of final design documents.

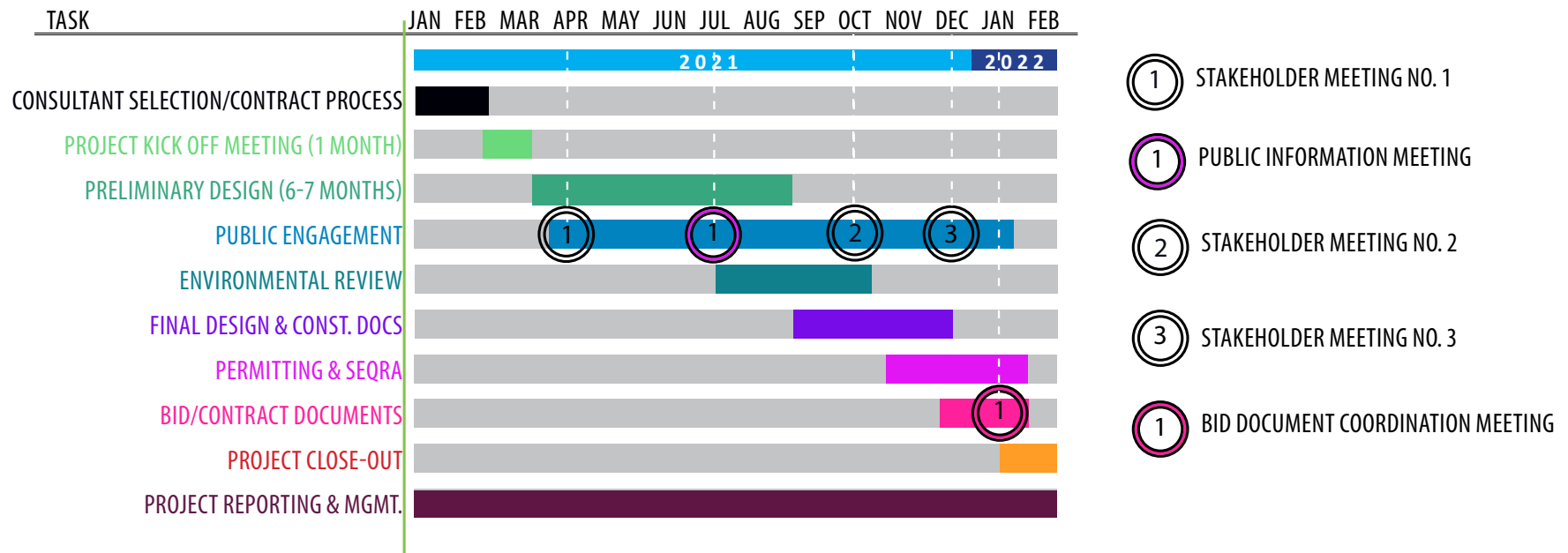
Bid Phase services will include:

- Full contract proposal and bid book, including a template for an advertisement of bid for publication by the City and local news outlets, including local/regional online publications and exchanges.

Milestone Schedule

ANTICIPATED PROJECT TIMELINE

Based on our collective design development experience, understanding of City and NYSDOS review requirements, and knowledge of the complete permitting and bidding/construction documentation required for these types of projects from preliminary design through construction completion (understanding construction is not part of this contract), we anticipate a project timeline that we believe is responsive and considerate of COVID-19 impacts to the industry, and that completes this important streetscape and urban design project in a phased manner that would limit disruptions to roadways, local businesses and residents of the City. The schedule below depicts the general tasks and timelines we would expect to establish at the outset of a vigorous downtown connectivity and gateway enhancement project.



Firm Qualifications



BARTON & LOGUIDICE (B&L) was founded in 1961 as a consulting engineering firm offering civil and environmental engineering services. We have grown to more than 300 engineers, planners, environmental scientists, landscape architects, construction support personnel, and other technical staff providing services for a wide variety of multidisciplinary projects statewide. For over 55 years, B&L has provided planning, design and construction phase services to government agencies and municipalities responsible for building and maintaining the public transportation network and infrastructure. Our focus is on active transportation, low-impact development, and community sustainability. Our innovative multi-modal projects such as the Syracuse Connective Corridor and Geneva Downtown Revitalization Initiative have drawn national attention, and are supporting safety, economic growth, environmental sustainability, water quality, healthy living and quality of life.

STREETSCAPE AMENITIES THAT LAST



**B&L: Syracuse Connective Corridor
Kit of Parts**

Our Team's landscape architects have designed numerous pocket parks and streetscape elements that reflect a community's values and sense of "place." We do this with an eye towards future maintenance needs. As part of the **Syracuse Connective Corridor** project, B&L and its design team developed a unique "Kit of Parts," a hierarchy of street furnishings,

paving, supplementary lighting and related elements that the City and University can utilize throughout the Corridor. The elements' collective identity derives from thoughtful deployment throughout the corridor, their color, and the application of the unique identity branding. The materials are meant to be visually striking, environmentally responsible and functionally useful additions to the public realm. The elements, including their materials and finishes, have been carefully selected for their ability to withstand the demanding climate and conditions of Syracuse. Many of the products were tested, and maintenance strategies for the items were addressed by the design team and a Maintenance Working Group. A branding package was developed to illustrate the numerous uses for the design of the arts area.

ACTIVE TRANSPORTATION

Active Transportation helps communities encourage safe travel for pedestrians and cyclists; increase levels of physical activity, and promote tourism and economic development. Active transportation enhances quality of life and

improves public health. Many communities are interested in providing opportunities for residents and visitors to bike and walk for recreation, leisure and commuting. Our Active Transportation Plans include a high level of context-sensitivity, to preserve and enhance scenic, aesthetic, historic, community, and environmental resources, while improving or maintaining safety, mobility, and infrastructure conditions. Our method for achieving this is a "resource-based approach" that puts the client, the community and the environment first to create realistic and long-lasting solutions.

PEDESTRIAN AND BICYCLE ACCOMMODATIONS: "COMPLETE STREETS"

A "Complete Street" is a roadway planned and designed to consider the safe, convenient access and mobility of users of all ages and abilities, whether they are traveling as drivers, pedestrian, bicyclists, or public transit users. B&L's experience with transportation planning and engineering gives us a well-rounded base from which to design safe, attractive, and functional multi-modal transportation systems. **We are experienced with:**

- Traffic calming
- Pedestrian, bicycle, and transit accommodations
- Pedestrian Enhancements
- Landscaping, context sensitive design
- Road diets
- Roadway reconstruction
- Intersection/parking reconfiguration
- Traffic signal design and modifications
- Stormwater management/green infrastructure
- Accessible, universal design principles



B&L: Syracuse Connective Corridor
Cycle Track with a Complete Street retrofit along University Avenue

UTILITY COORDINATION

B&L's approach to coordinating utility relocations is to identify and engage the owners in the early stages of preliminary design through utility/owner coordination meetings. Relocation plans and schedules are developed at these coordination meetings during preliminary and final design in an effort to avoid delays during construction. Additionally, subsurface investigations, such as non-destructive vacuum test holes, may be needed to confirm underground infrastructure. New highway components including drainage, lighting, and streetscape would be designed to the extent feasible around the existing infrastructure to minimize the need for utility relocation and the potential for utility delays. Should private utility relocations be necessary, they will be completed prior to construction. Consideration will be given to progressing any public utility relocations under the contract to facilitate the construction schedule.

CONSTRUCTION ADMINISTRATION AND INSPECTION

Construction administration and inspection services are critical to any successful construction project. B&L has a highly skilled Construction Management team to provide these services. B&L along with our partner for construction phase services, Prudent Engineering, have a statewide network of inspection staff, including experienced Resident Engineers and qualified Inspectors. Our

Inspectors and Resident Engineers are well versed in MURK record keeping, NYSDOT inspection procedures and guidelines, and have a full knowledge of the AAP/EEO submittals that will be required during the course of construction.

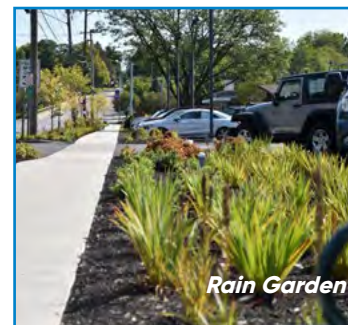
GREEN INFRASTRUCTURE

As the regulatory and funding landscape trends towards more and more "green technology," B&L has been at the forefront of design innovation. As green infrastructure becomes part of the sustainable design norm, our team of landscape architects and civil engineers has become quite experienced with development of green infrastructure design in urban settings.

Our design team has developed over **25 GREEN INFRASTRUCTURE DESIGN PROJECTS** having **A TOTAL GREEN INFRASTRUCTURE CONSTRUCTION COST OF \$10M+.**

Our GI installations have been integrated into urban transportation corridors across a wide variety of project scales. **B&L has designed many types of GI installations, including:**

- Porous asphalt and concrete
- Bioswales/vegetative swales
- Rain gardens
- Permeable paving surfaces
- Reinforced turf paving
- Stream restoration
- Silva cells
- Tree pits
- Stormwater wetlands
- Rainwater harvesting
- Rain barrels
- Native plantings
- Rooftop disconnect
- Educational outreach
- Infiltration basins



ONGOING COLLABORATION WITH LOCAL PLANNING COMMITTEE AND THE COMMUNITY

The COVID-19 pandemic has created many challenges for communities, particularly when it comes to public meetings. With restrictions on public gatherings and need to practice social distancing. Our team has adapted several online tools to assist in community outreach while remaining compliant with federal, state, and local regulations. For example, B&L has a YouTube Channel for hosting live, interactive meetings called The B&L Community Forum, whereby we can host and live-stream meeting events and still have them be collaborative and interactive. Additionally, for smaller group meetings, we have also used ZOOM as a platform to host, physically see each other, and communicate project schedules, materials, etc., where all participants can see materials being shared by the design team or visa versa with the LPC. Our team will remain flexible depending on the status of COVID-19 and will be adaptive to the needs of the City of Watertown.



PUBLIC ART

After carefully studying the area, architecture, streetscape and the City's mission, our team will develop design vocabularies for the City of Watertown. Our team will develop a unique identity along with the practical tools of signage, information and wayfinding. Our team has been involved with innovative, creative and thoughtful work that engages the visitor and successfully orients and directs them. We utilize a unique design process that entails a thoughtful, rigorous search for the most ingenious, effective and affordable ideas.



NAGLE, TATICH, CRANSTON, LLC D/B/A as Elan.3 Consulting (E3) is a NYS Certified WBE and a federal Economically Disadvantaged Women Owned Small Business (EDWOSB). As a multidisciplinary firm of designers and planners, E3 is recognized for their work relating to community planning, brownfield

redevelopment, downtown and waterfront revitalization, zoning, resiliency planning, master planning, community engagement, permit compliance (SEQR/NEPA) and grant writing. Working in partnership with various professional disciplines has enabled E3 to build an experienced based portfolio of design and planning projects. Involvement in over the last decade has enable E3 to bring a realistic approach to a wide variety of assignments to ensure they are completed on-time and within budget. The firms founding principals and experienced staff instill creative input and project tested guidance into each project with sincere consideration given to influences of the surrounding setting. E3's professional staff use their communication skills, situation adaptability, group leadership and collective perseverance to assist communities build consensus for improvement projects. E3's goals as a consulting firm are to provide land planning and consensus building services that integrate strategically with design and engineering services to arrive at a resolve that achieves the project intent.



Public Art 'Gateway' by Ed Carpenter, Council Bluffs, IA



MBE / DBE

PRUDENT ENGINEERING, LLP has 28 years of experience providing quality, cost-effective engineering services to state and local governments, authorities and agencies; commercial businesses; and private-sector clients across New York State. Our project portfolio features experience in bridge, highway, and structural design; condition and safety inspection; civil and site engineering support; construction inspection and management; and survey, mapping, and hydrographic services. With 79 full-time employees, Prudent has a staff of experienced licensed engineers and land surveyors, NICET-certified/equivalent construction inspectors, designers, and support staff. Prudent is headquartered in East Syracuse, New York, and maintains staffed offices in Albany, Binghamton, Buffalo, Rochester, and Staten Island, New York.

As a certified MBE/DBE firm, Prudent, as prime and subconsultant, has provided bridge, highway, vertical, and water control structure design services and survey and mapping services on over 10 separate design services term agreements and standalone projects for the NYS Thruway Authority. As a result Prudent is knowledgeable in management, coordination, and execution Thruway Authority projects and assignments. On the technical side, Prudent is highly experienced in the areas of bridge replacement and rehabilitation, pavement rehabilitation, highway reconstruction, survey and mapping, vertical construction at services areas and welcome centers, and erosion and sediment control.



WBE

ATLANTIC TESTING LABORATORIES, LIMITED (ATL)

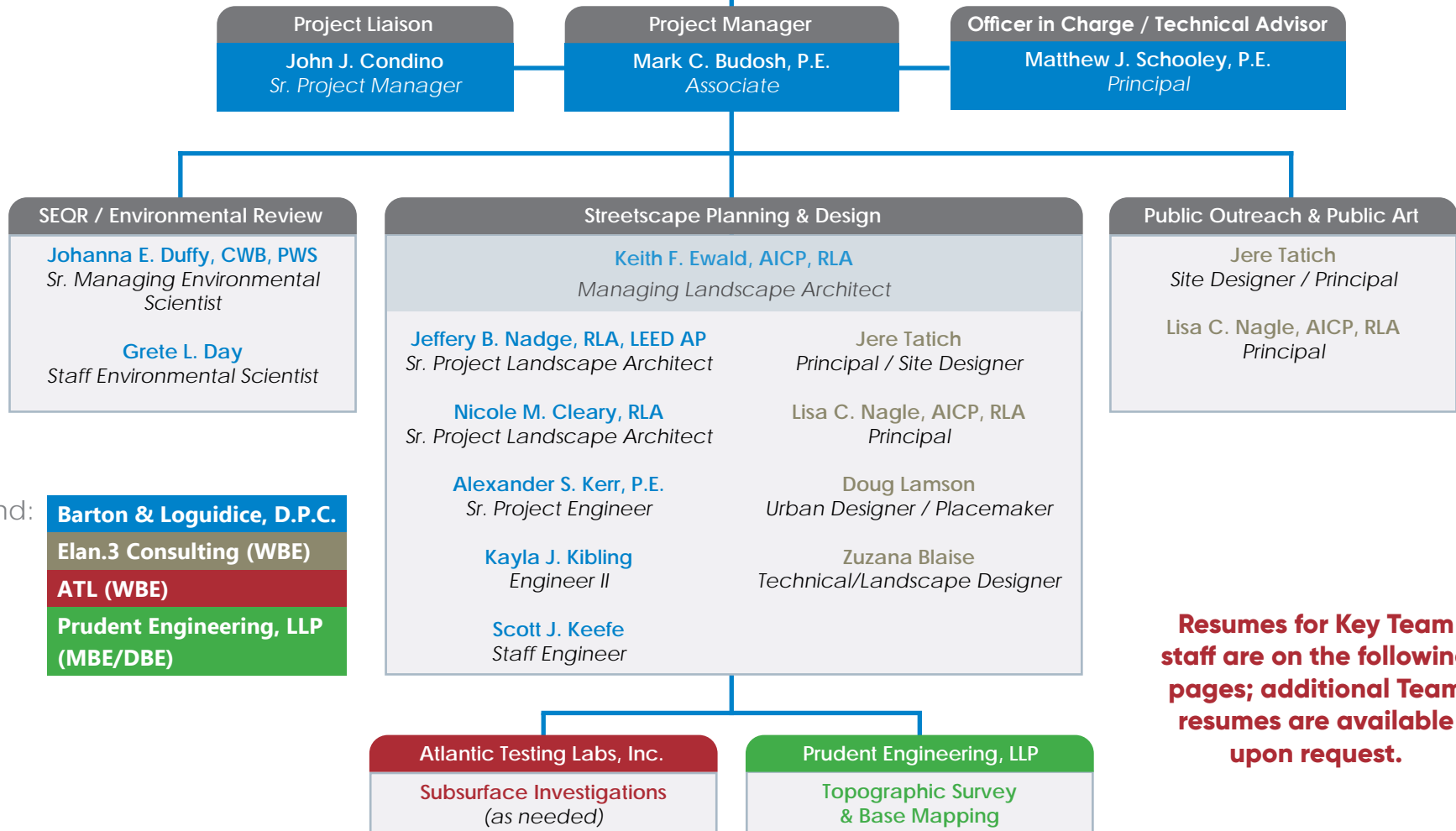
a WBE certified company, is a full-service engineering support firm offering subsurface investigations, water-based investigations, geotechnical engineering, construction materials engineering and testing, special inspection services, pavement engineering, nondestructive testing, and environmental services from our ten offices. We are a member of the American Council of Independent Laboratories, and conform to American Society for Testing and

Materials, ASTM E 329 "Specification for Agencies Involved in the Testing and/or Inspection of Materials Used in Construction" and American Association of State Highway and Transportation Officials, AASHTO R 18 "Establishing and Implementing a Quality System for Construction Materials Testing laboratories" in our accredited facilities. Our testing equipment is calibrated using methods traceable to the National Institute of Standards and Technology.

ATL maintains AASHTO accredited and CCRL evaluated laboratories for asphalt cement/cutback asphalt, emulsified asphalt, hot mix asphalt, soil, aggregate, and Portland cement concrete testing. We participate in the proficiency-sampling program and conduct internal round robin testing. We also have two U.S. Army Corps of Engineers validated laboratories (Watertown and Poughkeepsie, NY) for testing bituminous, soil, aggregate, and concrete.



City of Watertown Planning & Community Development



Legend:

- Barton & Loguidice, D.P.C.**
- Elan.3 Consulting (WBE)**
- ATL (WBE)**
- Prudent Engineering, LLP (MBE/DBE)**

Resumes for Key Team staff are on the following pages; additional Team resumes are available upon request.

PROJECT MANAGER

Mark C. Budosh, P.E.

Associate - B&L



Mr. Budosh has extensive experience in transportation engineering. He has been an integral part of and project manager of B&L's design teams for several innovative complete street and streetscape projects. His experience also includes multi-modal facilities planning and design, pedestrian corridor design, green infrastructure placement and design, shared-use trail design, traffic data collection, capacity analysis, traffic control warrant analysis, pavement design, traffic signal design and intersection design. He has performed extensive site reviews and investigations; traffic and accident data studies; design approval documents; and has developed preliminary and final design plans, contract documents and estimates. Mr. Budosh is very familiar with AASHTO and NYSDOT design standards/specifications.

Years of Experience: 20

Professional Registrations: Professional Engineer - New York, 2010

Educational Background & Training

- ◇ B.S. Civil Engineering - Rochester Institute of Technology, 2000
- ◇ A.A.S. Civil Engineering - Broome Community College, 1997

Relevant Project Experience

- ◇ **Syracuse Connective Corridor, Syracuse NY** - Mr. Budosh was the lead project design engineer on this complete street project and was responsible for the day to day design activities including preliminary and final design. *(See pages 26-27)*
- ◇ **Western Boulevard Construction, Watertown, NY** - Mr. Budosh was the Project Manager for the redevelopment of the Western Boulevard Construction Project. The Western Boulevard Construction Project served to construct a new connector road from the Western Boulevard entrance road into Stateway Plaza to the intersection of Gaffney Drive and Commerce Park Drive. *(See page 30)*
- ◇ **Bridge Street & Milton Avenue Streetscape Improvements, Onondaga County, NY** - Mr. Budosh serves as the Project Manager, responsible for the overall design and day to day project coordination. Reconstruction along the 2 mile project corridor will include the accommodation of bicycle and pedestrian traffic, undergrounding utilities, green infrastructure, pavement rehabilitation, investigation of a potential brownfield, sanitary sewer investigation and streetscape improvements. *(See page 31)*
- ◇ **Downtown Oswego Route 104 Complete Streets, City of Oswego, Oswego, NY** - Mr. Budosh was the Project Manager overseeing the 5 person and sub-consultant design team along with the planning communication among the key stakeholders including the NYS Department of State, the NYSDOT, City of Oswego and adjacent property owners. *(See page 32)*

Other Relevant Projects include:

- ◇ State Street Green Corridor, Onondaga County, NY
- ◇ Urban Streetscape Improvements Civic Strip Transportation Enhancement Program, City of Syracuse, Onondaga County, NY
- ◇ Cooperstown Downtown Streetscape, Cooperstown, NY
- ◇ Hiawatha Boulevard Improvements (LAFAP), City of Syracuse, NY
- ◇ Paterson Street Reconstruction (LAFAP), Ogdensburg, NY
- ◇ West Genesee Street Corridor Improvement, Village of Camillus, NY
- ◇ W. Seneca Street Neighborhood Bikeway, City of Oswego, NY
- ◇ Washington Street/Thompson Boulevard Intersection Improvements, City of Watertown, NY
- ◇ Transportation Services Term Agreement, City of Syracuse, NY
- ◇ Park Street Neighborhood Greenway, City of Syracuse



STREETSCAPE PLANNING & DESIGN

Keith F. Ewald, AICP, RLA

Managing Landscape Architect - B&L



Mr. Ewald has been integral in the planning, design and outreach related to urban design projects, transportation planning, and various green infrastructure and sustainable project practices. The last several years, Keith has been leading B&L's efforts on complete streets design, green infrastructure projects, and transportation planning, ranging from small scale retrofit projects to larger urban transformations. Collaborating alongside B&L engineers, local leaders, regional Metropolitan Planning Organizations (MPO's), and State agencies, Keith has developed a thorough and extensive knowledge of best practices related to the core design

needs of your Parks, Streetscapes, and Connectivity Improvements project. Keith also just happens to spend a lot of his spare time in the Village while staying at his family's camp on Kiwassa Lake.

Years of Experience: 16

Professional Registrations: Registered Landscape Architect, New York, 2011

Educational Background & Training:

- ◇ Masters in Landscape Architecture, SUNY ESF, 2005
- ◇ B.S., Urban Regional Analysis and Planning, SUNY Buffalo, 2001

Relevant Project Experience

- ◇ **Syracuse Connective Corridor, City of Syracuse, NY**- Mr. Ewald is one of the urban designers evaluating facility needs and providing preliminary and final design services for the project. *(See page 26-27)*
- ◇ **Bridge Street and Milton Avenue Streetscape Improvements, Onondaga County, NY** - Mr. Ewald was responsible for initial site planning and visioning for potential improvements along the corridors, and also provided integral landscape and site design services to the project team. *(See page 31)*

Other Relevant Projects include:

- ◇ Civic Strip, City of Syracuse/Onondaga County/Syracuse University, NY
- ◇ Berkeley Green Pocket Park, Saranac Lake, NY
- ◇ Onondaga County Beach Feasibility Study and Final Design, Onondaga County, NY
- ◇ Dunkirk Harborfront Pier & Plaza Improvements, Dunkirk, NY
- ◇ Griffiss Veterans Memorial Parkway, Griffiss Local Development Corp (GLDC), Rome, NY
- ◇ Comprehensive/Master Planning/Community Revitalization
- ◇ Smart Growth Grant Implementation, Town of Tupper Lake, NY
- ◇ Downtown Revitalization Plan, Village of Tupper Lake, NY (NYSDOT)

LANDSCAPE ARCHITECTURE

Jeffery B. Nadge, RLA, LEED AP

Sr. Project Landscape Architect - B&L



Mr. Nadge has extensive professional and technical experience as a Landscape Architect and site designer. His responsibilities have included various phases of the design and planning process; site inventory and analysis; feasibility studies; master plans; design development; construction drawings and specifications; public information meetings, graphics, and visualizations; project budgets; and construction administration.

Mr. Nadge has been integral in the planning, design, and outreach related to various public spaces, streetscapes, green infrastructure and sustainable "complete street"

project practices. The last several years, Jeff has been pioneering efforts on civic enhancement and revitalization projects, ranging from small scale retrofit projects to larger urban transformations.

Years of Experience: 19

Professional Registrations: Registered Landscape Architect, New York, 2011

Educational Background & Training:

- ◇ B.L.A., SUNY College of Environmental Science & Forestry, 1999
- ◇ A.A.S., Landscape Architectural Technology, SUNY Delhi, 1996

Relevant Project Experience

- ◇ **Syracuse Connective Corridor, City of Syracuse, NY**- Mr. Nadge was the lead designer and landscape architect for this project and part of an innovative design team developing specific green infrastructure solutions. *(See page 26-27)*
- ◇ **Downtown Streetscape and Routes 5&20 Corridor Reconfiguration, City of Geneva, NY** - Mr. Nadge is providing technical design constructability reviews for the urban design elements. *(See page 28-29)*
- ◇ **Bridge Street and Milton Avenue Streetscape Improvements, Onondaga County, NY** - Mr. Nadge was lead landscape architect for the project. *(See page 31)*

Other Relevant Projects include:

- ◇ Dunkirk Harborfront Pier and Plaza Improvements, Dunkirk NY
- ◇ Cooperstown Downtown Streetscape & Pedestrian Improvements, Cooperstown, NY
- ◇ DECO Art District, City of Binghamton, NY
- ◇ Taconic Regional Headquarters LEED Platinum Renovation - Landscape Architecture/Design, New York State Office of Parks, Recreation and Historical Preservation
- ◇ Western Gateway Enhancement, Fayetteville, NY

SIDEWALKS / CURBING / PAVING

Alexander S. Kerr, P.E.

Sr. Project Engineer - B&L



Mr. Kerr is in the Transportation Highway Practice Area and has overseen numerous multi-modal highway projects which involved partial/full depth pavement reconstruction, utility improvements, stormwater management, erosion and sediment control practices, pedestrian facility upgrades, shared-use pedestrian/bicycle facilities, and traffic signal improvements.

Mr. Kerr has extensive experience working in the public sector with both state and local municipalities. He is well versed in NYSDOT & FHWA design standards and has performed construction inspection/administration roles on many projects.

Years of Experience: 9

Professional Registrations: Registered Professional Engineer New York, 2015

Educational Background & Training:

- ◇ M.S. Engineering – University at Buffalo, 2010, Transportation Systems Engineering
- ◇ B.S. Engineering – University at Buffalo, 2009, Civil Engineering

Relevant Project Experience

- ◇ **Syracuse Connective Corridor, Syracuse NY** - Mr. Kerr served as Design Engineer and developed the highway plans/detail/design and well as the drainage design. (See page 26-27)
- ◇ **Western Boulevard Construction, Watertown, NY** - Mr. Kerr was the project engineer who developed the detailed design for the construction of a new road in the City of Watertown. Mr. Kerr developed a complete street roadway design which conformed to NYSDOT standards. A key feature to this project was the design and construction of a roundabout. Mr. Kerr developed the layout of the roundabout to accommodate the necessary design vehicles utilizing MicroStation InRoads. Mr. Kerr also developed closed drainage improvements with stormwater quality measures. (See page 30)
- ◇ **Bridge Street & Milton Avenue Streetscape Improvements, Onondaga County, NY** - Mr. Kerr was the project engineer responsible for developing the detailed design of the full depth reconstruction of both Bridge Street and Milton Avenue. He designed and modeled highway and traffic signal improvements in coordination with NYSDOT & OCDOT. (See page 31)

Other Relevant Projects include:

- ◇ Hiawatha Boulevard Improvements Project, Syracuse, NY
- ◇ Park Street Neighborhood Greenway, Syracuse, NY
- ◇ Cooperstown Downtown Streetscape and Pedestrian Improvements Project, Cooperstown, NY

SEQR / ENVIRONMENTAL REVIEW

Johanna E. Duffy, CWB®, PWS

Senior Managing Environmental Scientist - B&L



Ms. Duffy's experience and primary duties are associated with wetland site delineation and permitting, endangered and threatened species assessments and habitat surveys, ecological monitoring, environmental regulations, hazard mitigation, and hazardous waste and environmental site assessments. These services are performed for a wide spectrum of project types, ranging from bridge replacements to recreational trail planning efforts to solid waste facility expansion projects.

Years of Experience: 16

Professional Registrations: Certified Wildlife Biologist (CWB) Certification, The Wildlife Society; Professional Wetland Scientist (PWS) designation, Society of Wetland Scientists; Hazardous Waste Operations Health & Safety (initial 40-hr course, current annual 8-hr refresher course)

Educational Background & Training:

- ◇ A.A.S. Fisheries and Wildlife Technology, SUNY College of Agriculture and Technology at Cobleskill, 2002
- ◇ B.T. Wildlife Management, SUNY College of Agriculture and Technology at Cobleskill, 2003
- ◇ M.P.S. Wetland and Water Resources, SUNY College of Environmental Science and Forestry, 2009

Relevant Project Experience

- ◇ **Syracuse Connective Corridor, City of Syracuse, NY** - Ms. Duffy completed the NEPA and SEQR Classifications, Environmental Studies, Screenings and Preliminary Investigations and prepared the Environmental Chapter 4) of the Design Approval Document. (See page 26-27)
- ◇ **Bridge Street & Milton Avenue Streetscape Improvements, Onondaga County, NY** - Ms. Duffy assisted with environmental permitting. Ms. Duffy completed the NEPA and SEQR Classifications, Environmental Studies, Screenings and Preliminary Investigations. (See page 31)

Other Relevant Projects include:

- ◇ Paterson Street Reconstruction, City of Ogdensburg, St. Lawrence County, NY
- ◇ Multi-Modal Corridor Rehabilitation Green Infrastructure Design, Beach Road, Village of Lake George, Warren County, NY
- ◇ Lake George Beach Day Use Area ("Million Dollar Beach"), NYSDEC



PLANNING/PUBLIC OUTREACH

Jere Tatich

Principal / Site Designer - Elan.3 Consulting



As a Landscape Designer and founding principal of Elan.3 Consulting, Jere Tatich works in concert with the project sponsor to sculpt each project vision into its own reality. For over 35 years, Jere has worked with a diverse range of clients and project types. His expertise lies in linked Parks; Connectivity between Downtown Destinations; and Street Streetscape and Corridor design, campus and urban master planning, places of memorial and historical significance, sports and recreation facilities, downtown revitalization, waterfront enhancement, and project development strategy.

Years of Experience: 35

Professional Registrations: Registered Landscape Architect - NY, ME; Saratoga Springs Preservation Foundation Board, Past President; American Society of Landscape Architects

Educational Background & Training:

- ◇ Cornell University - B.S. Landscape Architecture, 1982
- ◇ SUNY Cobleskill - A.A.S. Horticulture, 1979

Relevant Project Experience

- ◇ Downtown Revitalization Initiative (DRI) , Comprehensive Plan and Zoning Ordinance Update, City of Watertown, NY
- ◇ NYS Route 50 Southern Gateway Enhancement Study & Corridor Plan Public Input, Saratoga Springs, NY
- ◇ Redevelopment Plan and Generic Environmental Impact Study for 600 Main Street Westover (former BAE Facility AFP59), Broome County, NY
- ◇ Main Street Reconstruction, Lake Placid, NY
- ◇ Five-Way Intersection Study & Enhancement Plan Hamilton, NY
- ◇ Thompson-Monticello Gateway Corridor, Sullivan County
- ◇ Streetscape & Gateway Enhancement Plan, Ticonderoga, NY
- ◇ Pedestrian Connectivity Plan at the Griffiss Tech Park, Rome, NY
- ◇ Downtown Revitalization Plan including Market Analysis and Physical Enhancements, Village of Stamford, NY
- ◇ NYS Rt. 4 Corridor Enhancement Study, North Greenbush, NY
- ◇ Town Center Park Master Plan, Clifton Park, NY
- ◇ Central Avenue Corridor Linkage Study, Streetscape Enhancements & Waterfront Gateway Improvements, Mechanicville, NY
- ◇ Westbrook Conservation Environmental Park, Local Waterfront and Revitalization Plan, Shoreline Improvement Project, Zoning Ordinance Update and Grant Writing Services, Village of Lake George, NY
- ◇ Rensselaer County Trail & Hudson Trail, Rensselaer, NY

PLANNING/PUBLIC OUTREACH

Lisa C. Nagle, AICP, RLA

Principal - Elan.3 Consulting



Lisa Nagle, AICP, RLA, is known in the planning community for her dynamic and engaging presence. Throughout her career, Ms. Nagle has led and developed numerous projects in close partnership with community leaders, volunteer committees, the private sector, and the general public. She has practiced strategic planning, project visioning/goal setting, and economic development for over 27 years. Lisa's passion and knowledge is evident and, as such, she is a frequent presenter at both national and local conferences. She is also a knowledgeable author with published articles in several planning publications.

Ms. Nagle has proven experience in the areas of

consensus-building, community revitalization, project strategy, grant writing, and utilizing geographic information systems (GIS) to assist clients in decision-making with regard to community planning, site development, and resource management. Ms. Nagle has created a full implementation. Ms. Nagle oversees all Elan.3 Consulting's land planning projects.

Years of Experience: 27

Professional Registrations: Registered Landscape Architect - NY, ME; Saratoga Springs Preservation Foundation Board, Past President; American Society of Landscape Architects

Educational Background & Training:

- ◇ University of Akron, OH, M.S. Geography, 1989
- ◇ SUNY Geneseo , B.S. Geography, 1987

Relevant Project Experience

- ◇ Downtown Revitalization Initiative (DRI) , Comprehensive Plan and Zoning Ordinance Update, City of Watertown, NY
- ◇ NYS Route 50 Southern Gateway Enhancement Study & Corridor Plan Public Input, Saratoga Springs, NY
- ◇ Downtown Revitalization Initiative (DRI) - preparation of successful DRI application and development of DRI plan and Public Engagement, Capital District Regional
- ◇ Economic Development Council, City of Glens Falls, NY
- ◇ Empire State Development Harbor Point Waterfront Redevelopment Plan (Design, Public Outreach, Environmental Review and Code Green Zoning Update), City of Utica, NY
- ◇ Redevelopment Plan for 600 Main Street, Westover (Town of Union), NY (former BAE Facility / AFP 59), County of Broome, NY

PLACEMAKING

Doug Lamson

Urban Designer - Elan.3 Consulting



Doug enjoys creating iconic community expressions that articulate the specialness of place. Acutely attuned to influences, constraints, and opportunities that exist in the urban context, Doug's expertise resides at the challenging intersection of infrastructure and aesthetics.

Where the street meets the sky, where nature and man are compelled to collide, Doug offers a rich revisualization of possibility based on the history, culture, and context of the community served. A thoughtful listener and pragmatic, solutions-oriented thinker, Doug fills a unique void in the realm of urban planning and design that is often

overlooked when absent but exceedingly difficult to miss when present.

For over 35 years, Doug has worked with a diverse range of clients and project types. His expertise lies in campus and urban master planning, places of memorial and historical significance, sports and recreation facilities, downtown revitalization, waterfront enhancement, and project development strategy.

Years of Experience: 35

Professional Registrations:

Registered Landscape Architect - CO, IA, VA, MA, ME, NE; CLARB

Educational Background & Training:

- ◇ University of Massachusetts, B.S. Environmental Design, 1982
- ◇ University of Idaho B.S. Landscape Architecture, 1979

Relevant Project Experience

- ◇ Community Gateway S. Crater Rd., Prince George Co., VA
- ◇ Bridge Aesthetics Veterans Pedestrian Bridge, Pueblo, CO
- ◇ Public Art 'Gateway' by Ed Carpenter, Council Bluffs, IA
- ◇ Village Revitalization Plan, Urban Design, Catskill, NY
- ◇ Brownfields Urban Design, Troy, NY
- ◇ Stapleton's "Front Door" Interstate Signature Entry Design Route 9W, New Baltimore, NY,
- ◇ Streetscape and Mixed Use Master Plan, Minturn, CO
- ◇ Kaneshville Core Streetscape and Trail South Omaha Bridge Road Streetscape and Trails, Avenue G and Avenue G Extension Streetscape, Council Bluffs, IA
- ◇ Council Bluffs, citywide Wayfinding Sign System
- ◇ East Kaneshville Pedestrian Bridge Rehabilitation, Council Bluffs, IA
- ◇ Aesthetic Design Six Bridges, Downtown Omaha, NE
- ◇ Aurora Arts District Master Plan and Trolley Island Plaza
- ◇ Omaha North 24th Street Master Plan and Dreamland Park Omaha Northeast Redevelopment phases I-V own

TOPOGRAPHIC SURVEY & BASE MAPPING

Michael A. Venturo, L.S.

Survey Manager - Prudent Engineering



Mr. Venturo has 33 years of experience in surveying and mapping, over 21 of which have been in a project management role. He has managed and performed surveying tasks on federally and locally funded public works and hazardous waste projects in 55 upstate New York counties. In addition to the NYSDOT and NYSDEC, he has worked on projects with a variety of other state agencies such as OGS, OPR&HP, NYS Thruway Authority / Canal Corporation, and DASNY. Mr. Venturo has completed design surveys for the U.S. Coast Guard, SUNY Upstate Medical, Niagara Falls Airport, SUNY ESF, Alfred University, and the Rochester Institute of Technology.

Years of Experience: 33

Professional Registrations: 1994 / Land Surveyor / NY / #050079; 2010 / Professional Land Surveyor / PA / #SU075271

Educational Background & Training:

- ◇ B.S. / 1985 / Industrial Forestry Operations / Virginia Tech
- ◇ A.A.S. / 1981 / Forest Technology / SUNY ESF

Relevant Project Experience

- ◇ City of Elmira, PIN 6754.77, Main Street Cultural Connector Project, City of Elmira, Chemung County, NY, Survey Manager, 2016 – 2017
- ◇ Governor's Office of Storm Recovery, Rochester / Roundout Creek, Phase I & Phase II, Town of Rochester, Ulster County, NY, Survey Manager, 2016
- ◇ Monroe County Department of Transportation, Capital Culvert Replacement / Rehabilitation Project, Stony Point Road Culverts over Black Creek Tributary and Little Black Creek, Monroe County, NY, Survey Manager, 2015



Firm Workload

We understand that the City of Watertown is looking to complete this project in a timely manner. We are committed to meeting the timeline. All B&L Team members have the availability to allocate time to this project immediately upon notice to proceed. Here is a list of our present workload:

Project Name	Client	% Complete / Phase
Monroe County War on Terror Memorial	Monroe County Parks Department	30% (P)
Onondaga County Beach Feasibility and Design Project	Onondaga County	90% (F)
Chautauqua Avenue Green Street Retrofit Project	Village of Lakewood	95% (F)
Cayuga Creek Restoration and Trail Design	Buffalo Niagara Waterkeeper	40% (P)
Geneva DRI Complete Streets	City of Geneva	90% (F)
DECO District Streetscape Improvements	City of Binghamton	30% (P&F)
Wayne County SWCD Blind Sodus Bay Living Shoreline	Wayne County SWCD	5% (P)
Wayne County Crescent Beach Living Shoreline	Wayne County	25% (P)
Keewaydin State Park Stone Wall Restoration	NYSOPRHP Thousand Islands	90% (F)
Syracuse Downtown Mill & Pave	City of Syracuse	90% (P&F)
W. Genesee Street Mill & Pave	City of Syracuse	50% (P&F)
E. Taft Road 2R	Onondaga County DOT	75% (P&F)
Onondaga Lake Trail Salina Extension	Onondaga County DOT	0% (P&F)

Phases: We are providing scoping (S), preliminary design (P), final design (F), and construction inspection (CI) for these projects.

M/WBE Statement

B&L is committed to meeting the project Minority and Women-Owned Business Enterprise Goals of 30%. Our WBE subconsultant **Nagle, Tatich, Cranston, LLC d/b/a as Elan.3 Consulting (E3)** will provide streetscape planning and design, public outreach and public art concept and design. Our other teaming subconsultants **Prudent Engineering, LLP**, (MBE/DBE) will provide survey services, and **Atlantic Testing Laboratories, Limited (ATL)**, WBE will provide testing and laboratories services.

Similar Experience with References





Syracuse

Connective Corridor

- Streetscape design
- Two-way conversion
- Parking improvements
- Traffic calming
- Traffic signal analysis & design
- Road diets
- Bicycle accommodations
- ADA pedestrian routing
- Curb bumpouts
- Construction inspection
- Pocket parks
- Utility redesign
- Environmental review
- Maintenance enhancements

The City of Syracuse, in partnership with Onondaga County and Syracuse University, has invested significant resources in creating a unique vision of a true bicycle, pedestrian and transit corridor that would connect major portions of downtown Syracuse and University Hill while revitalizing the areas in between.

The Connective Corridor is a traffic calming project with emphasis on improving pedestrian and bicycle accommodations and public transportation to create a “Complete Street” and signature urban strip within the heart of Syracuse. One of the project’s major successes involved converting a University Avenue segment from one-way to two-way, while implementing traffic calming and parking reconfigurations, and a unique hybrid cycle track. These improvements have been successful in accommodating all forms of transportation in the urban core and bringing increased business opportunities to the city.

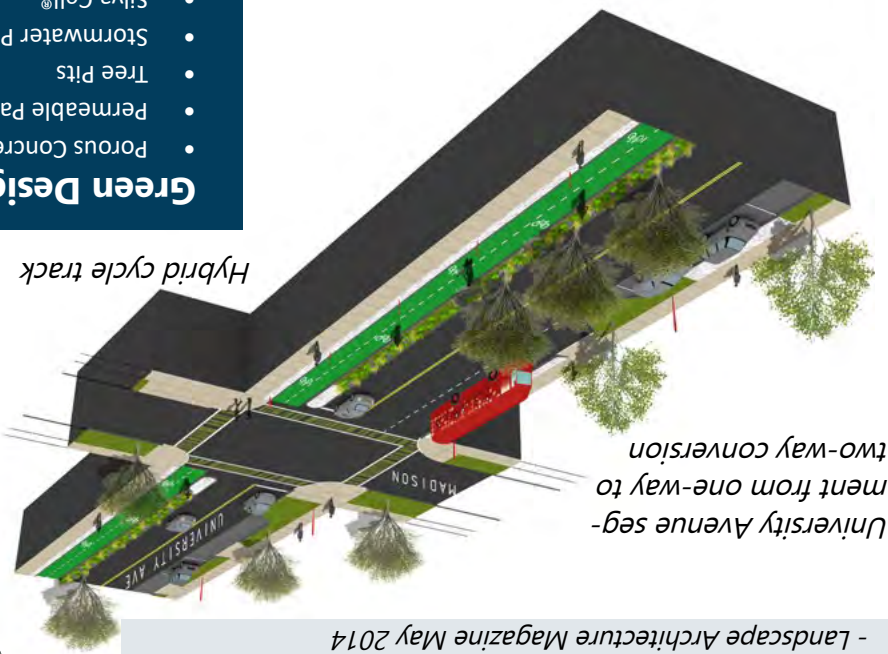
B&L progressed the project in three phases, incorporating green stormwater infrastructure to reduce the impacts of stormwater runoff to the existing combined sewer system throughout the project corridor. Specific proposed green stormwater improvements include use of permeable pavers, porous pavements, stormwater planters and rain gardens, and infiltration and underground storage. Of particular importance was properly phasing construction activities so as to minimize disruptions to local business and travelers.

Reference:
Linda Dickerson Hartsock, Executive Director

Syracuse University, Blackstone LaunchPad
(315) 706-8034 | Ldhart01@syr.edu

“The Connective Corridor is already paying huge dividends. It has been linked to \$270 million private sector development in the past three years, and it is credited with a 35 percent increase people living downtown in the same period. Prominent architects such as Toshiko Mori and Richard Gluckman are designing new buildings redesigning old ones alongside it. And the Connective Corridor’s environmental ethos has also inspired the construction of five new LEED Platinum buildings alongside or nearby it.”

- Landscape Architecture Magazine May 2014



Green Design Elements

- Porous Concrete
- Permeable Pavers
- Tree Pits
- Stormwater Planters
- Silva Cell®
- Pipe & Stone Storage
- Designed slow-release to CSO
- Rain garden bump-outs
- Landscape Plantings

Tree Pits, Bike Lane,
Stormwater Planters

Silva Cell



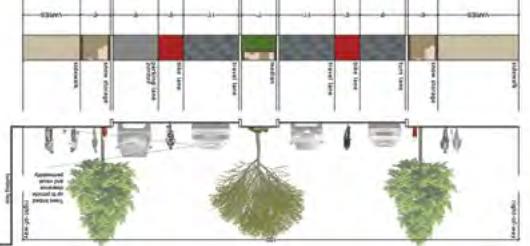
Pocket Park



Public Art



Genesee Street Section Completed



Genesee Street Section

Awards

This project won an ACCEC New York Platinum Award for Engineering Excellence in the Category of Transportation, an ITE Transportation Project of the Year Award, a FHWA Environmental Excellence Award in Collaboration & Partnership, and APWA NY Chapter Project of the Year, and an ASLA Chapter Award for Design.

City of Watertown *Streetscape Design Improvements*



City of Geneva

Downtown Streetscape 5&20 Corridor Reconfiguration

- Traffic counts & analysis
- Parking assessment and improvements
- Time lapse digital data collection
- Public outreach and engagement
- Complete street enhancements
- Lane reductions
- Pedestrian and bicycle safety improvements
- Green infrastructure design
- Public art and community branding
- Sustainable urban design

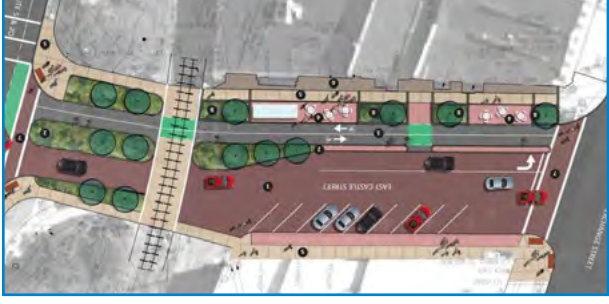
Beautiful, Prosperous, Equitable, Connected, and Sustainable.
City of Geneva Comprehensive Plan, 2016

Part of the **City of Geneva's Downtown Revitalization Initiative (DRI)**, the Downtown Streetscape Project and Route 5&20 Corridor Reconfiguration projects will apply national Complete Streets standards to three of Geneva's key corridors. The Downtown Streetscape project will redesign the Castle and Exchange Street corridors, create public gathering space, implement green infrastructure, and enhance pedestrian safety and connectivity downtown. The Route 5&20 Corridor Reconfiguration will **transform the arterial into a two-lane boulevard** with a cycle track and sidewalks, and improve the connection between downtown Geneva and the lakefront.

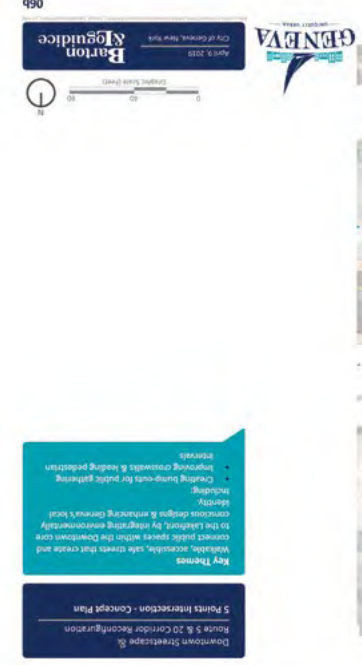
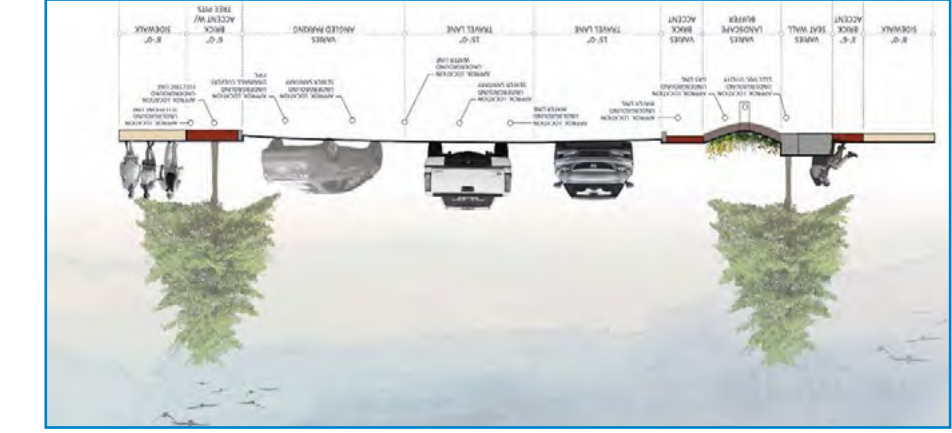
Reference:

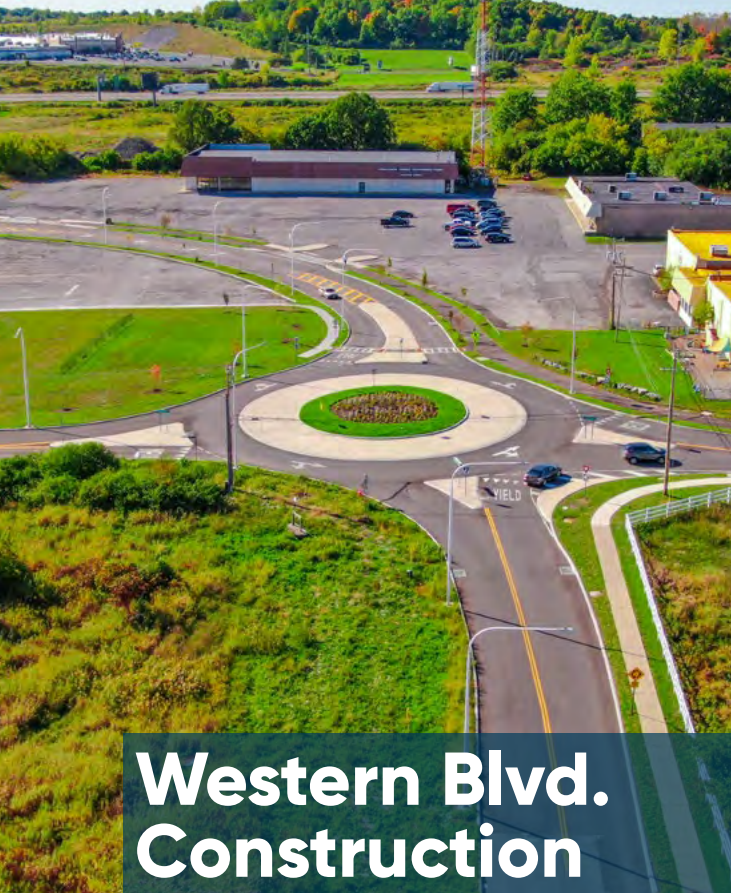
Sage Gerling, City Manager, City of Geneva
e: sgerling@geneva.ny.us | p: (315) 789-3101

- B&L was chosen to lead this effort for...
- The focus on place making from an experiential level of the pedestrian, bicyclist and then the motorist
- Incorporating play, public art, and green infrastructure into the approach to the design process
- Public participation approach and response to our particular gateway sign community discussion
- Our DPW staff and our community development staff both felt their interests would be incorporated in the design.
- Having a landscape architect as the lead project manager



B&L provided conceptual designs for back-in angled parking where we were ultimately not selected by the City of Geneva.





Western Blvd. Construction

City of Watertown

- New public thoroughfare
- Single lane modern roundabout
- Commercial Parking lot design
- Improved access to adjacent commercial properties
- Now accommodates drivers, bicyclists, and pedestrians

Reference: Justin Wood, Engineering Branch Chief
Fort Drum DPW (former Watertown City Engineer)
e: Justin.L.Wood22.civ@mail.mil | p: (315) 778-1119



B&L assisted the City of Watertown and the NYSDOT with redevelopment of a commercial parking lot into a city street and public thoroughfare. The Western Boulevard Construction Project served to construct a new connector road from the Western Boulevard entrance road into Stateway Plaza to the intersection of Gaffney Drive and Commerce Park Drive. This corridor was transformed into a new public thoroughfare, providing improved access to existing adjacent commercial properties as well as opening up vacant areas for future economic development and job creation. B&L worked closely with the adjacent business owners and real-estate developers to design a public roadway that now accommodates drivers, bicyclists, and pedestrians in a complete-streets application. The once wide-open "sea of asphalt" has been replaced with a curbed roadway section, shared-use path to accommodate bicycles/pedestrians and sidewalks. The roadway consists of a 3-lane 2-way corridor with the middle lane a dedicated turning lane. While calming traffic, a new single-lane modern roundabout functions in a safe and efficient manner, allowing for multi-modal traffic flow at the existing Gaffney Road intersection.



***Experience the
New Western Boulevard!***



Bridge Street & Milton Avenue

Streetscape Improvements

- Streetscape improvements
- Intersection improvements
- Green infrastructure
- Multi-modal gateway
- Roadway reconstruction
- Bike lanes
- Design of promenade/overlook
- Undergrounding of overhead utilities
- Share the road bike facilities

Reference: Martin E. Voss, Commissioner
Onondaga County DOT
e: martinvooss@ongov.net | p: (315) 435-2260



Through its Onondaga Lake West Revitalization Zone project, Onondaga County's mission is to "create a sustainable, inventive, functional multi-modal gateway link along Bridge Street and Milton Avenue, connecting the proposed Onondaga Lake West recreational facilities, the NYS Fairgrounds and the Village of Solvay, that promotes both the history and future development of the Solvay/Geddes area." To address the related transportation and infrastructure needs, the County retained B&L to provide conceptual, preliminary and final design for revitalized streetscapes along Bridge St. and Milton Ave. in the Town of Geddes and the Village of Solvay.




**Experience a bird's eye view of
New Bridge Street and Milton
Avenue Multi-Modal Gateway!**





Downtown Oswego Route 104 Complete Streets

- Streetscape improvements
- New curbing
- Enhanced sidewalks and crosswalks
- ADA compliant sidewalk ramps
- Multi-modal streetscape amenities
- Transit stop improvements
- Audible pedestrian signals at intersections



The Downtown Oswego Route 104 Complete Streets Project renovated the downtown streetscape and improved transportation amenities for pedestrians along three blocks of NYS Route 104 in downtown Oswego. Improvements to the project corridor increased the safety of pedestrian crossings at intersections and throughout the project corridor and helped unify the north and south sides of downtown Oswego. Renovation of the downtown Oswego streetscape included new curbing, ADA compliant sidewalk ramps, enhanced crosswalks for pedestrian visibility, multi-modal streetscape amenities, transit stop improvements and audible pedestrian signals at intersection crossings. The Complete Streets project also installed areas of new sidewalk to address existing deficiencies, and pavers to provide distinction between the pedestrian corridor and adjacent snow storage areas.

Reference: Honorable William J. Barlow, Mayor, City of Oswego
e: mayor@oswego.org | p: (315) 342-8136



Dundee Gateway

Streetscape Improvements

- Gateway Design
- Community revitalization improvements
- Enhanced stormwater management
- Green infrastructure technology
- Traffic calming
- Improved pedestrian amenities
- Infiltration planter and new street trees

Reference: Fred Cratsley, Mayor, Village of Dundee
e: mayorofdundee@gmail.com | p: (607) 243-5551



Concept Rendering

B&L assisted the Village of Dundee with planning and design of its Gateway Streetscape Improvements project with implementation of green infrastructure (GI) along Main/Water Street and Union/Seneca Street in the Village's core business district. The project is funded under the Green Innovation Grant Program (GIGP) from the NYS Environmental Facilities Corporation, as well as by local funds. Large amounts of impervious surfaces coupled with lack of mitigation practices to control runoff emerged as the primary contributors to localized flooding of the streets and sidewalks within the heart of the Village. The overall scope of work includes incorporating various GI practices designed to reduce the volume of untreated stormwater runoff to the tributary of Big Stream, to relieve stress on the existing storm sewer system that is currently undersized during rain events, to address the damage and safety hazards caused by standing water, and to assist with reducing inflow/infiltration to the Village's sanitary sewer system.

The improvements will connect with and support the Barrington/Starkey/Dundee Health Status Improvement Project, OUR TOWN ROCKS, which is intended to improve the health status of area residents by promoting physical, economic and social health.





Monroe Avenue Green Street Project, Town of Brighton, NY

- Green infrastructure
- Streetscape improvements
- Pedestrian safety enhancements
- Complete urban corridor improvements
- Stormwater management
- Rain gardens
- Pervious concrete sidewalk installation



*With this project,
B&L helped the
Town of Brighton
achieve Climate
Smart COMMUNITY
CERTIFICATION!*



Multi-Modal Corridor Rehabilitation Green Infrastructure Design, Beach Road, Lake George, NY

- Green infrastructure
- Porous asphalt specifications
- Stormwater management
- Lighting design
- Landscape design





Cooperstown Downtown Streetscape, Village of Cooperstown, NY

- Intersection improvements
- Sidewalk Reconstruction
- Traffic signal improvements
- ADA compliant pedestrian crosswalk
- Green infrastructure improvements
- Street trees & ornamental plantings
- Wayfinding & interpretation signage
- Street furniture including bike racks
- Multi-modal environment
- Application of bicycle "sharrow" symbols on roadway



Dunkirk Harborfront Pier & Plaza, City of Dunkirk, NY

- Infrastructure analysis
- Urban design
- Streetscape improvements
- Lighting and utility design
- Park amenities
- Gateway Arch



Comprehensive Plan and Zoning Ordinance Plan

City of Watertown, NY

Completion Date

- 2019

Services

- Public Outreach
- Economic and Demographic Analysis
- Geographic Information Systems (GIS)
- Guidelines and Recommendations

Elan.3 Consulting worked with the City of Watertown to develop the City's first ever Comprehensive Plan. The plan was developed based on neighborhoods that center the downtown and border the Black River. Elan.3 conducted extensive public outreach in each neighborhood to develop the vision, goals and recommendations. Broad city-wide policies were also created and focused area master plans were developed to help envision redevelopment throughout the city including key waterfront parcels.

The resulting plan will guide the future of the city and set the stage for
Based Code. The
Watertown remains the



Downtown Revitalization Initiative (DRI) and Public Engagement

City of Watertown, NY

Completion Date

- 2018

Services

- Public Engagement and Stakeholder Interviews
- Strategic Planning
- Economic and Market Trends Analysis
- Conceptual Designs/Master Planning
- Project Website and Social Media

Elan.3 Consulting worked with the City of Watertown and the New York State Department of State to develop a Strategic Investment Plan for Downtown Watertown, NY. The project was part of Governor Cuomo's Downtown Revitalization Initiative to strategically invest \$10M into the heart of the City in a manner that will spark additional investment.

The goal of the DRI Strategy for the City of Watertown was to capitalize on the City's assets while helping to resolve some challenges that have placed barriers in the way of additional economic development. There is no question that Watertown is on the cusp of a transformation into an even more thriving Downtown that provides greater resources for local residents while also attracting additional visitors to the City's arts and cultural destinations, healthcare assets, and entertainment venues. The Watertown DRI Strategy positions the City to build upon the momentum that it has, while providing a needed boost to better serve existing residents and workers, attract new people to live and open businesses downtown, and attract visitors to the City from around the region and the country.



City of Watertown **Streetscape Design Improvements**



Harbor Point Redevelopment Plan, GEIS/SEQR and Zoning Code Update

Utica, NY

Completion Date

- 2013—Ongoing

Services

- NYS SEQR
- In-depth Site Analysis and Evaluation
- Site Design
- Environmental Interpretation

Project Value

- \$5M

Reference

Mr. Brian Thomas, Commissioner
City of Utica
P: (315) 792-0181



The Utica Harbor is one of the most unique harbors along the Erie Canal. The lock at Utica is the only full-sized lock in the Erie Canal system that is not in the main canal waterway but rather on a branch leading into the harbor. Elan.3 Consulting will work with the Consultant Team to develop a Harbor Point Plan that is threefold:

1. Provide the Utica Harbor Point Local Development Corporation (UHPLDC) and the City of Utica approvable Land Use Concepts that are achievable given known site conditions, have received public and stakeholder review, and are economically viable based on market studies.
2. Identify creative financing techniques for needed improvements including a strategy of leveraging various State and Federal grants that may be available under various Brownfield, Economic Development, and Sustainability programs.
3. Prepared a Generic Environmental Impact Statement (GEIS) for the Utica Harbor Master Plan which brings the harbor lands into a 'build-ready state' essentially completing SEQR for the master plan as proposed. This will allow developers to more easily develop and avoid any adverse impacts to the environment.

Elan, the project's lead consultant, is coordinating the project committee comprised of several city departments and development entities, and the consultant team through a planning strategy to arrive at a well vetted development plan for Harbor Point with the water as the project nucleus.

Charles R Wood Park

Lake George, NY

Completion Dates

- 2011 - 2018

Services

- In-depth Site Analysis and Evaluation
- Public Participation
- Site Design
- Environmental Interpretation

Contract Value

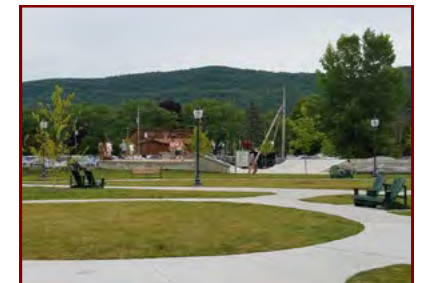
- \$6.5M

Reference

Robert Blais, Mayor
Village of Lake George
P: 518.668-5771

Elan.3 designed a destination environmental park located in the Village of Lake George for the West Brook Conservation Initiative (WBCI). WBCI was formed by a wide variety of users ranging from those concerned with protecting the pristine water quality of Lake George to young residents looking for an active form of recreation. The partnership between the Village of Lake George, Warren County, and the three regional environmental organizations; the Fund for Lake George, the Lake George Association, and the Lake George Land Conservancy, is a unique opportunity to incorporate broad public input to create a state-of-the-art stormwater system and environmental park that will continue to make Lake George a place in which people will want to visit, live, work, learn and play.

Elan.3 also facilitated the community outreach process for the Westbrook Conservation Initiative (WBCI). This effort resulted in a consensus-based document which sets forth a vision for the community, as well as focused goals and recommendations the Village can implement to achieve that vision. The focus of the public participation efforts led by Elan consisted of a series of many public



Main Street Reconstruction

Village of Lake Placid, NY

Completion Date

- 2021

Services

- In-depth Site Analysis and Evaluation
- Public Participation
- Geographic Information Systems (GIS)
- Guidelines and Recommendations
- Site Design

Project Value

- \$200,000

Reference

Ivan Zdrahal
P: 518.383.0769

Elan.3 is providing design services and construction document services related to the aesthetic streetscape character along Main Street in Lake Placid, NY. The project area is approximately 4,500' in length from Sara-Placid Road on the north end to the public parking lot on the south end of Main Street.

Elan.3 will coordinate with the lead engineer design services related to the finish street character such as:

- Street trees and landscape plantings
- Sidewalk pavements
- Street light selection
- Street furnishings (benches, bicycle racks, etc.)

Elan.3 will also assist in the preparation of construction documents related to these elements.



SCOPE OF SERVICE
RFP TASK DESCRIPTIONS

		TITLE	Principal	Associate	SR PM	SR PROJ. ENG	MAN LA	SR PLA	ENG II	ENG I	SR ENG	SR MES	Staff ES	Eng. Design I	Eng. Aide	SR GTA			
		EMPL	MJS	MCB	JJC	ASK	KFE	JBN/NMC	KJK	BRS	SJK	JED	GLD	PJZ	CMB	JJB2			
		Billing Title	Exec. Manager	Man. III	Man. II	Prof. IV	Man. I	Prof. IV	Prof. II	Prof. I	Prof. V	Man. II	Prof. III	Tech. VI	Tech. Assist III	Tech. Assist II			
		Std. Title Rate	\$ 260	\$ 189	\$ 174	\$ 120	\$ 158	\$ 120	\$ 94	\$ 78	\$ 135	\$ 174	\$ 108	\$ 124	\$ 92	\$ 78	Hours per Task	Cost per Task	Total Task Fee
Project Kick-Off/Project Meetings																			\$8,938
Review prior studies, assemble Agenda, materials						4	4										8	\$1,112	
Attend Kick-Off Meeting (via Zoom)				2	2		2										6	\$1,042	
Kick-Off Meeting Notes							2									1	3	\$394	
Project Meetings/Notes (Assume 6)				12	6		18									3	39	\$6,390	
RFP SOW Task 1: Existing Conditions				4		24	8	8	24							4	72	\$8,428	\$8,428
RFP SOW Task 2: Topographic Survey				2		4								8			14	\$1,850	\$1,850
RFP SOW Task 3: Draft/Conceptual Designs			2	8	2	16	16	60	40	40				60			244	\$28,348	\$28,348
RFP SOW Task 4: Stakeholder Feedback				8	8		8							12			36	\$5,656	\$5,656
RFP SOW Task 5: Final Designs			2	12	2	32	32	80	60	40	16			100	4	4	384	\$45,632	\$45,632
RFP SOW Task 6: Required Approvals and Documentation				2			2	4				8	24	4			44	\$5,654	\$5,654
RFP SOW Task 7: SEQRA Documents				2			2	4				8	24	4			44	\$5,654	\$5,654
RFP SOW Task 8: Final Design and Construction Documents			2	8		16	4	24		32				24	6	4	120	\$13,800	\$13,800
Project Reporting and Management																			\$7,420
a. M/WBE Reporting																			
Prepare Quarterly DOS M-WBE Reports (Assume 4)				2			4									2	8	\$1,166	
b. Project Status Reports																			
Prepare Bi-Annual Summary Reports (Assume 2)				2			6									2	10	\$1,482	
c. Project Management																			
Staff oversight; Sub Agreements; Invoicing; PM/Vision; Client outreach & Coordination			6	12			4									4	26	\$4,772	
HOURS TOTAL			12	76	20	96	112	180	124	112	16	16	48	212	10	24			
DOLLARS/ HOUR			260	189	174	120	158	120	94	78	135	174	108	124	\$ 92	\$ 78	1058	\$131,380	
SUB-TOTAL			\$ 3,120	\$ 14,364	\$ 3,480	\$ 11,520	\$ 17,696	\$ 21,600	\$ 11,656	\$ 8,736	\$ 2,160	\$ 2,784	\$ 5,184	\$ 26,288	\$ 920	\$ 1,872			\$ 131,380
1. B&L LABOR TOTAL:		\$131,380																	
2. B&L REIMBURSABLE EXPENSES:		\$1,100																	
3. SUBCONTRACTOR ALLOWANCE: ATL Subsurface Investigations		\$8,000																	
4. SUBCONSULTANT COSTS: Elan, Prudent		\$65,000																	
FEE ESTIMATE:		\$205,480																	
SAY:		\$205,500																	
REIMBURSIBLE EXPENSES:																			
Printing:			\$1,100																
Subcontractors:			Subsurface Investigations: ATL (WBE)					\$8,000		Subconsultants:				Elan (WBE)			\$ 30,000		15%
														Prudent (MBE)			\$ 35,000		17%
														Total:			\$65,000		32%



ESTIMATED FEE BY TASK	B&L	Elan (WBE)	Prudent (MBE)	ATL (WBE)	TOTAL TASK FEE
Project Kick-Off/Project Meetings	\$ 8,938				\$ 8,938
RFP SOW Task 1: Existing Conditions	\$ 8,428			\$ 8,000	\$ 16,428
RFP SOW Task 2: Topographic Survey	\$ 1,850		\$ 35,000		\$ 36,850
RFP SOW Task 3: Draft/Conceptual Designs	\$ 28,348	\$ 15,000			\$ 43,348
RFP SOW Task 4: Stakeholder Feedback	\$ 5,656	\$ 10,000			\$ 15,656
RFP SOW Task 5: Final Designs	\$ 45,632	\$ 5,000			\$ 50,632
RFP SOW Task 6: Required Approvals and Documentations	\$ 5,654				\$ 5,654
RFP SOW Task 7: SEQRA Documents	\$ 5,654				\$ 5,654
RFP SOW Task 8: Final Design and Contract Documents	\$ 13,800				\$ 13,800
Project Management	\$ 7,420				\$ 7,420
Reimbursable Expenses	\$ 1,100				\$ 1,100
TOTAL FEES	\$ 132,480	\$ 30,000	\$ 35,000	\$ 8,000	\$ 205,480
M/WBE Percent Utilization		15%	17%	4%	36%





BARTO-4

OP ID: SM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/20/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Poole Professional B&B of MA 107 Audubon Rd, #2, Ste 305 Wakefield, MA 01880 Mary-Beth Rumble		781-245-5400 CONTACT NAME: PHONE (A/C, No, Ext): 781-245-5400 FAX (A/C, No): 781-245-5463 E-MAIL ADDRESS: smiller@poole-ny.com	
INSURED Barton & Loguidice, D.P.C. 443 Electronics Parkway Liverpool, NY 13088		INSURER(S) AFFORDING COVERAGE INSURER A: National Fire Ins. Co. NAIC # 20478 INSURER B: Valley Forge Insurance Company 20508 INSURER C: Continental Insurance Company 35289 INSURER D: INSURER E: INSURER F:	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X X	6017222821	04/24/2020	04/24/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (E&A occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000	
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X X	6017222852	04/24/2020	04/24/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000	X X	6017222849	04/24/2020	04/24/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	X 617222835	04/24/2020	04/24/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The above listed policies include 30-day notice of cancellation & waiver of subrogation. Blanket additional insured on a primary & non contributory basis is included under general, auto and umbrella policies. Umbrella follows form on 30-day notice of cancellation.
Endt Pkg

CERTIFICATE HOLDER	CANCELLATION
EVIDE-1 Barton & Loguidice, D.P.C. 443 Electronics Parkway Liverpool, NY 13088	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD



BARTO-4

OP ID: SM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/18/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 585-385-0428 Poole Professional B&B of MA 107 Audubon Rd, #2, Ste 305 Wakefield, MA 01880 Mary-Beth Rumble		CONTACT NAME: PHONE (A/C, No, Ext): 585-385-0428 FAX (A/C, No): 585-662-5755 E-MAIL: smiller@poole-ny.com ADDRESS:
INSURED Barton & Loguidice, D.P.C. 443 Electronics Parkway Liverpool, NY 13088		INSURER(S) AFFORDING COVERAGE INSURER A: Berkley Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 32603

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Prof. Liability Pollution Liability		AEC-9038229-02	07/20/2020	07/20/2021	PER CLAIM 5,000,000 AGGREGATE 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

EVIDENCE OF INSURANCE	EVIDE-1
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Mary Beth Rumble</i>

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Required Forms

Non-Collusion Certificate

Certification of Sexual Harassment
Prevention in the Workplace Policy and
Annual Sexual Harassment Prevention
Training of All Employees



Non-Collusion Certificate

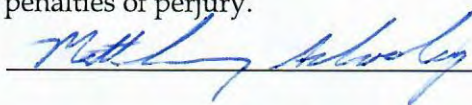
EACH PROPOSAL MUST HAVE ATTACHED TO IT A NON-COLLUSION CERTIFICATE PURSUANT TO 103-D OF THE GENERAL MUNICIPAL LAW FULLY COMPLETED AND SIGNED. THE CERTIFICATE BELOW MUST BE COMPLETED AND RETURNED WITH THIS BID.

Resolved that Matthew J. Schooley, P.E. be authorized to sign and

submit the proposal of this corporation for the following project:

Streetscape Design Improvements - City of Watertown, NY

And to include in such proposal the certificate as to non-collusion required by section one hundred three D of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporation shall be liable under the penalties of perjury.



Please Sign Here

The foregoing is true and correct copy of the resolution adopted by:

Barton & Loguidice, D.P.C.

Corporation

At the meeting of its Board of Directors held on 1st day of December
20 20

(Seal of Corporation)

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General

Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, to the best of its knowledge and belief, each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the City receive information that a Bidder/Contractor is in violation of the above- referenced certification, the City will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the City shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The City reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

Matthew J. Schwoley, being duly sworn, deposes and says that he/she is the Executive Vice President of Barton & Loguidice, D.P.C.

The _____ Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

SIGNED

SWORN to before me this 8th day of December 20 20

Jody J. Balduzzi

Jody J. Balduzzi
Notary Public, State of New York
No. 01316234753
Qualified in Onondaga County
Commission Expires 1/24/20 23

Notary Public: Onondaga County

Certification of Sexual Harassment Prevention In the Workplace Policy and Annual Sexual Harassment Prevention Training of All Employees

Pursuant to NYS Finance Law 3139-1

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section Two Hundred One-g of the Labor Law (NY Labor Law §201-g).

A bid shall not be considered for award nor shall any award be made to a bidder who has not complied with the certification requirement of NYS Finance Law §139-1(1); provided, however, that if the bidder cannot make the foregoing certification, such bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore.

Any bid hereafter made by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where such bid contains the statement required by NYS Finance Law §139-1(1), shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the corporation.

Certified under penalty of perjury:

Signature: 

Print Name: Matthew J. Schooley, P.E.

Title: Executive Vice President



**Barton
& Loguidice**
...Improving
**Streetscape and
Pedestrian Environments**



Exhibit B - Billing Rates Schedule
Streetscape Design Improvements

SCOPE OF SERVICE RFP TASK DESCRIPTIONS

[illegible]

ESTIMATED FEE BY TASK	B&L	Elan (WBE)	Prudent (MBE)	ATL (WBE)	TOTAL TASK FEE
Project Kick-Off/Project Meetings	\$ 8,938				\$ 8,938
RFP SOW Task 1: Existing Conditions	\$ 8,428	\$ 9,100		\$ 1,940	\$ 19,468
RFP SOW Task 2: Topographic Survey	\$ 1,850		\$ 36,750		\$ 38,600
RFP SOW Task 3: Draft/Conceptual Designs	\$ 28,348	\$ 14,960			\$ 43,308
RFP SOW Task 4: Stakeholder Feedback	\$ 5,656	\$ 5,610			\$ 11,266
RFP SOW Task 5: Final Designs	\$ 45,632	\$ 4,640			\$ 50,272
RFP SOW Task 6: Required Approvals and Documentations	\$ 5,654				\$ 5,654
RFP SOW Task 7: SEQRA Documents	\$ 5,654				\$ 5,654
RFP SOW Task 8: Final Design and Contract Documents	\$ 13,800				\$ 13,800
Project Management	\$ 7,420				\$ 7,420
Reimbursable Expenses	\$ 1,100				\$ 1,100
TOTAL FEES	\$ 132,480	\$ 34,310	\$ 36,750	\$ 1,940	\$ 205,480
M/WBE Percent Utilization		17%	18%	1%	36%

Exhibit C - Insurance Streetscape Design Improvements

The kinds and amounts of insurance required of the ENGINEER are as follows:

- a) A policy or policies providing protection for employees of the ENGINEER in the event of job-related injuries, generally referred to as "Worker's Compensation Insurance".
- b) Automobile Liability policies with a combined single limit of not less than \$1,000,000 for each person, or each accident because of bodily injury, sickness, or disease including death at any time resulting therefrom, sustained by any person, and for damages because of injury or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of owned, non-owned or hired automobiles.
- c) Commercial General Liability Insurance shall be furnished with the limits of not less than:

General Aggregate	\$2,000,000	Each Occurrence	\$1,000,000
Products - Comp/Op Agg.	\$2,000,000	Damage to Rented Premises	\$100,000
Personal/Adv. Injury	\$1,000,000	Medical Expense	\$5,000
- d) Excess Liability Insurance Umbrella Form, bodily injury and property damage combined:

Each Occurrence	Aggregate
\$1,000,000	\$1,000,000
- e) Professional Liability Insurance, including errors and omissions, shall be maintained with minimum limits of not less than One Million Dollars (\$1,000,000).

Res No. 7

March 10, 2021

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving Bureau of Code Enforcement Positions and Re-adoption of the
Fiscal Year 2020-21 General Fund Budget

The attached Budget Amendment Resolution eliminates the Senior Code Enforcement Officer position and creates a second Code Enforcement Officer position within the Bureau of Code Enforcement. It also transfers funds from Wages to Temporary, so we can hire a part-time, temporary employee to fill-in while we have a vacancy.

This will complete the staffing transitions needed, because of retirements and position eliminations in this year's budget.

RESOLUTION

Page 1 of 2

Approving Bureau of Code
Enforcement Positions and
Re-adoption of the Fiscal Year 2020-21
General Fund Budget

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the original Fiscal Year 2020-21 City of Watertown Budget for the Bureau of Code Enforcement included funding for the positions of Code Enforcement Supervisor, Senior Code Enforcement Officer and Building Safety Inspector, and

WHEREAS the original budget authorized the elimination of the Building Safety Inspector and subsequent creation of a Code Enforcement Officer position upon the retirement of the Building Safety Inspector, and

WHEREAS the Building Safety Inspector retired in January and the Supervisor of Code Enforcement retired in February, and

WHEREAS on September 8, 2020 City Council authorized hiring two additional Code Enforcement Officers which, at that time, would have brought the total Bureau of Code Enforcement to two positions over the original budget of three full-time enforcement staff to allow for sufficient time for training and education for the two new Code Enforcement Officers before the pending retirements occurred, and

WHEREAS the City was successful in only filling one of the two Code Enforcement Officer positions which is creating a back-log of work, and

WHEREAS it is requested of City Council to authorize the use of a temporary employee to assist in the completing the necessary work of the department, and

WHEREAS the Senior Code Enforcement Officer has been promoted to fill the retired Code Enforcement Supervisor position, and

WHEREAS it is recommended that City Council eliminate the Senior Code Enforcement position and replace it with a Code Enforcement Officer, and

NOW BE IT RESOLVED that the City Council of the City of Watertown hereby re-adopts the Fiscal Year 2020-21 General Fund Budget to eliminate the Senior Code Enforcement Officer and add a second Code Enforcement Officer position, and

RESOLUTION

Page 2 of 2

Approving Bureau of Code
Enforcement Positions and
Re-adoption of the Fiscal Year 2020-21
General Fund Budget

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

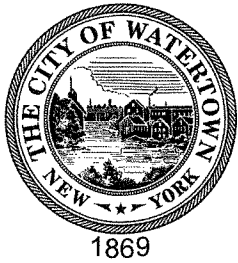
BE IT FURTHER RESOLVED that the City Council of the City of Watertown hereby re-adopts the Fiscal Year 2020-21 General Fund Budget to transfer funding from the Code Enforcement wages line item to the Code Enforcement temporary line item to allow for the hiring of a temporary employee to assist the department, and

BE IT FURTHER RESOLVED that the City Council of the City of Watertown hereby authorizes the following adjustments be included in the re-adopted General Fund Budget:

GENERAL FUND

A.3620.0130	Code Enforcement - Wages	(\$ 10,000)
A.3620.0140	Code Enforcement – Temporary	\$ 10,000
	Total	\$ _____ -

Seconded by



CITY OF WATERTOWN, NEW YORK

ROOM 302, CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380
E-MAIL DMorrow@watertown-ny.gov
Phone (315) 785-7749 Fax (315) 782-9014

Dale Morrow
Purchasing Manager

Res No. 8

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Dale Morrow, Purchasing Manager
SUBJECT: Bid 2021-03 – CDBG Tilden St-Starbuck Ave Sidewalk Repair Project
DATE: 03/8/21

The City's Purchasing Department advertised in the Watertown Daily Times on February 11, 2021, calling for sealed bids for the CDBG Tilden St-Starbuck Ave Sidewalk Repair Project. The Project sites are located on the 400 and 500 blocks of Tilden Street and on the 600 and 700 blocks of Starbuck Avenue in the City. The successful contractor will be required to provide all labor, materials, machinery, tools, equipment, and other means of construction necessary and incidental to the completion of the work shown, as per City specifications.

The project is being funded with Community Development Block Grant funds from Program Years 2020. The project scope involves the replacement of deficient sidewalks in the 400 Block of Tilden St. and the west side of the 600 and 700 Blocks of Starbuck Avenue. New sidewalks will be constructed in the 500 Block of Tilden St. where none currently exist. The budget for the project is \$250,000. As part of the environmental review requirements for the CDBG program, the City Manager will not be able to sign the contract for services until after receiving a Release of Funds from the United States Department of Housing and Urban Development (HUD). The Resolution includes language to this effect.

The Purchasing Department issued Invitations to Bid to (49) forty-nine contractors. The City received five (5) sealed bid submittals. The Purchasing Department publicly opened and read the sealed bids on March 5, 2021, at 11:00 am local time. The bid tabulation for the bid is shown below.

CDBG Tilden St - Starbuck Ave Sidewalk Repair Project	Concrete Slipform Inc	CCI Companies Inc	JL Excavation LLC	Powis Contracting	Upstate Construction
	Canastota, NY	Canastota, NY	Chaumont, NY	Copenhagen, NY	East Syracuse, NY
	\$148,420.00	\$186,420.00	\$203,630.73	\$374,250.01	\$194,572.50

City Engineering and the Purchasing Department reviewed the responses to ensure that they complied with the specifications.

Staff recommends that City Council award the bid for the CDBG Tilden St-Starbuck Ave Sidewalk Repair Project to **Concrete Slipform** in the amount of **\$148,420.00** as the lowest responsive responsible bidder.

Attached is a resolution for Council consideration.

RESOLUTION

Page 1 of 1

Accepting Bid for CDBG Tilden
Street-Starbuck Avenue Sidewalk Repair
Project

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City Purchasing Department has advertised and received sealed bids for CDBG Tilden St-Starbuck Ave Sidewalk Repair Project, as per City specifications, and

WHEREAS bid invitations were also issued to (49) contractors with five (5) sealed bids submitted to the Purchasing Department, and

WHEREAS on Friday, March 5, 2021, at 11:00 a.m., the bids received were publicly opened and read, and

WHEREAS the City Purchasing Department reviewed the bids received with City Engineering, and it is their recommendation that the City Council accept the bid submitted by Concrete Slipform, Inc. in the amount of \$148,420, and

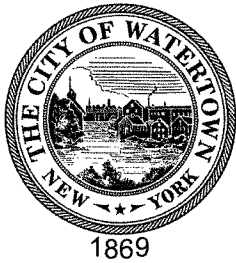
WHEREAS the City is financing this project using Community Development Block Grant (CDBG) Entitlement funding, and

WHEREAS to avoid committing a choice-limiting action prior to the completion of an environmental review for a CDBG-funded project, the City cannot enter into a binding agreement with a contractor until after receiving a Release of Funds for the project from the United States Department of Housing and Urban Development (HUD),

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid of Concrete Slipform Inc. in the amount of \$148,420 for CDBG Tilden St-Starbuck Ave Sidewalk Repair Project as the lowest qualified bidder meeting our specifications, and

BE IT FURTHER RESOLVED that upon receipt of a Release of Funds from HUD and not before receiving said Release of Funds, the City Manager is hereby authorized and directed to sign all contracts associated with implementing the award to Concrete Slipform Inc.

Seconded by



CITY OF WATERTOWN, NEW YORK

ROOM 302, CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380
E-MAIL DMorrow@watertown-ny.gov
Phone (315) 785-7749 Fax (315) 782-9014

Dale Morrow
Purchasing Manager

Res Nos. 9, 10, 11, 12, 13, 14

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Dale Morrow, Purchasing Manager
SUBJECT: Bid 2021-07 – Process Chemicals – Water Treatment Plant
DATE: 3/8/21

The City's Purchasing Department advertised in the Watertown Daily Times on February 9, 2021, calling for sealed bids for Process and Disinfection Chemicals for Water Treatment and Pollution Control Plants, as per City specifications.

Invitations to bid were issued to twenty-six (26) prospective bidders. The City received twenty (20) sealed bid submittals by ten (10) bidders. The Purchasing Department publicly opened and read the sealed bids on March 4, 2021, at 11:00 am local time. Results of these bids are per attached bid sheet.

I have reviewed the bid submittals and Aaron Harvill, Chief Plant Operator at the Water Filtration Plant, has recommended the following in which I concur:

Liquid Chlorine	Slack Chemical 465 S. Clinton Street Carthage, NY 13619	\$1,479.26/ ton
Copper Sulfate	Amrex Chemical Co. 117 E. Frederick St. Binghamton, NY 13904	\$4,400.00/ton
Sodium Silicate	Chemical Distributors 80 Metcalfe Street Buffalo, NY 14206	\$ 348.00/ton
Hydrofluosilic Acid	Univar Solutions USA 200 Dean Sievers Place Morrisville, PA 19067	\$ 649.78/ton
Aluminum Sulfate	Amrex Chemical Co. 117 E. Frederick St. Binghamton, NY 13904	\$ 254.00/ton

Powdered Activated Carbon	Amrex Chemical Co. 117 E. Frederick St. Binghamton, NY 13904	\$1,920.00/ton
Polyaluminum Chloride	Kemira Water Solutions 4321 W. 6 th Street Lawrence, KS 66049	\$ 369.00/ton
Soda Ash	Thatcher Company PO Box 27407 Salt Lake City, UT 84127-0407	\$ 379.517/ton

Attached are resolutions for Council consideration.



CITY OF WATERTOWN, NEW YORK

CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380

Bid Project:	Process Chemicals - Water Treatment Plant
Bid Number:	Bid #2021-07
Bid Opening Date:	March 04, 2021 @ 11:00 AM

The following results are bids as presented at the bid opening and do not represent an award.

Description	Qty.	Kuehne Chemical Co.		Holland Company		Kemira		Slack Chemical Co		Univar Solutions USA		Chemtrade		Thatcher Company		Chemical Distributors		Coyne Chemical		Amrex Chemical	
		Kearny, NJ		Adams, MA		Lawrence, KS		Carthage, NY		Morrisville, PA		Parsippany, NJ		Salt Lake City, UT		Buffalo, NY		Croydon, PA		Binghamton, NY	
		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	UOM																				
Chlorine Liquid	30/ton	NO BID						\$1,479.26	\$44,377.80												
Copper Sulfate, Size B	1/ton													\$4,442.20	\$4,442.20					\$4,400.00	\$4,400.00
Sodium Silicate Liquid	400/ton							\$361.98	\$144,792.00							\$348.00	\$139,200.00	\$379.5657	\$151,826.28		
Hydrofluosilicic Acid Solution	17/ton							\$694.33	\$11,803.61	\$649.78	\$11,046.26										
Aluminum Sulfate Liquid	330/ton			\$466.00	\$153,780.00							\$360.00	\$118,800.00	\$290.47	\$95,855.10					\$254.00	\$83,820.00
Powdered Activated Carbon	4/ton																	\$2,588.2353	\$10,352.94	\$1,920.00	\$7,680.00
Polyaluminum Chloride	50/ton			\$406.00	\$20,300.00	\$369.00	\$18,450.00					\$940.00	\$47,000.00								
Soda Ash	90/ton							\$389.41	\$35,046.90					\$379.517	\$34,156.53						
Total																					

RESOLUTION

Page 1 of 1

Accepting Bid for Chemicals at the
Water Treatment Plant,
Slack Chemical

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City Purchasing Department has advertised and received sealed bids for the purchase of chemicals for use at the City's Water Treatment Plant, for the City's 2021-2022 fiscal year's requirements, and

WHEREAS invitations to bid were issued to twenty-six (26) prospective bidders with a total of twenty (20) bids received by ten (10) bidders, and

WHEREAS on March 4, 2021, at 11:00 a.m. in the City Purchasing Department, the bids received were publicly opened and read, and

WHEREAS City Purchasing reviewed the bids received with Chief Plant Operator Aaron Harvill of the Water Treatment Plant, and it is their recommendation that the City Council accept the bid from Slack Chemical as detailed below:

Chemical	Vendor Name	2021-2022
		Unit Price
Liquid Chlorine	Slack Chemical	\$1,479.26

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid submitted by Slack Chemical as detailed above, being the lowest qualifying bidder meeting City specifications, for the purchase of Liquid Chlorine for use at the City's Water Treatment Plant.

Seconded by

RESOLUTION

Page 1 of 1

Accepting Bid for Chemicals at the
Water Treatment Plant,
Amrex Chemical

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City Purchasing Department has advertised and received sealed bids for the purchase of chemicals for use at the City's Water Treatment Plant, for the City's 2021-2022 fiscal year's requirements, and

WHEREAS invitations to bid were issued to twenty-six (26) prospective bidders with a total of twenty (20) bids received by ten (10) bidders, and

WHEREAS on March 4, 2021, at 11:00 a.m. in the City Purchasing Department, the bids received were publicly opened and read, and

WHEREAS City Purchasing reviewed the bids received with Chief Plant Operator Aaron Harvill of the Water Treatment Plant, and it is their recommendation that the City Council accept the bid from Amrex Chemical as detailed below:

Chemical	UOM	Vendor Name	2021-2022
			Unit Price
Copper Sulfate	Ton	Amrex Chemical	\$4,400.00
Aluminum Sulfate	Ton	Amrex Chemical	\$254.00
Powdered Activated Carbon	Ton	Amrex Chemical	\$1,920.00

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid submitted by Amrex Chemical as detailed above, being the lowest qualifying bidder meeting City specifications, for the purchase of Copper Sulfate, Aluminum Sulfate, and Powdered Activated Carbon for use at the City's Water Treatment Plant.

Seconded by

RESOLUTION

Page 1 of 1

Accepting Bid for Chemicals at the
Water Treatment Plant,
Chemical Distributors

Council Member COMPO, Sarah V.
Council Member HENRY-WILKINSON, Ryan J.
Council Member RUGGIERO, Lisa A.
Mayor SMITH, Jeffrey M.
Total

YEA	NAY

Introduced by

WHEREAS the City Purchasing Department has advertised and received sealed bids for the purchase of chemicals for use at the City's Water Treatment Plant, for the City's 2021-2022 fiscal year's requirements, and

WHEREAS invitations to bid were issued to twenty-six (26) prospective bidders with a total of twenty (20) bids received by ten (10) bidders, and

WHEREAS on March 4, 2021, at 11:00 a.m. in the City Purchasing Department, the bids received were publicly opened and read, and

WHEREAS City Purchasing reviewed the bids received with Chief Plant Operator Aaron Harvill of the Water Treatment Plant, and it is their recommendation that the City Council accept the bids from Chemical Distributors as detailed below:

Chemical	UOM	Vendor Name	2021-2022
			Unit Price
Sodium Silicate	Ton	Chemical Distributors	\$348.00

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bids submitted by Chemical Distributors as detailed above, being the lowest qualifying bidder meeting City specifications, for the purchase of Sodium Silicate for use at the City's Water Treatment Plant.

Seconded by

RESOLUTION

Page 1 of 1

Accepting Bid for Chemicals at the
Water Treatment Plant,
Univar Solutions USA

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City Purchasing Department has advertised and received sealed bids for the purchase of chemicals for use at the City's Water Treatment Plant, for the City's 2021-2022 fiscal year's requirements, and

WHEREAS invitations to bid were issued to twenty-six (26) prospective bidders with a total of twenty (20) bids received by ten (10) bidders, and

WHEREAS on March 4, 2021, at 11:00 a.m. in the City Purchasing Department, the bids received were publicly opened and read, and

WHEREAS City Purchasing reviewed the bids received with Chief Plant Operator Aaron Harvill of the Water Treatment Plant, and it is their recommendation that the City Council accept the bid from Univar Solutions USA as detailed below:

Chemical	Vendor Name	2021-2022
		Unit Price
Hydrofluosilic Acid	Univar Solutions USA	\$649.78

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid submitted by Univar Solutions USA as detailed above, being the lowest qualifying bidder meeting City specifications, for the purchase of Hydrofluosilic Acid for use at the City's Water Treatment Plant.

Seconded by

RESOLUTION

Page 1 of 1

Accepting Bid for Chemicals at the
Water Treatment Plant,
Kemira Water Solutions

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City Purchasing Department has advertised and received sealed bids for the purchase of chemicals for use at the City's Water Treatment Plant, for the City's 2021-2022 fiscal year's requirements, and

WHEREAS invitations to bid were issued to twenty-six (26) prospective bidders with a total of twenty (20) bids received by ten (10) bidders, and

WHEREAS on March 4, 2021, at 11:00 a.m. in the City Purchasing Department, the bids received were publicly opened and read, and

WHEREAS City Purchasing reviewed the bids received with Chief Plant Operator Aaron Harvill of the Water Treatment Plant, and it is their recommendation that the City Council accept the bid from Kemira Water Solutions as detailed below:

Chemical	UOM	Vendor Name	2021-2022
			Unit Price
Polyaluminum Chloride	Ton	Kemira Water Solutions	\$369.00

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid submitted by Kemira Water Solutions as detailed above, being the lowest qualifying bidder meeting City specifications, for the purchase of Polyaluminum Chloride for use at the City's Water Treatment Plant.

Seconded by

RESOLUTION

Page 1 of 1

Accepting Bid for Chemicals at the
Water Treatment Plant,
Thatcher Company

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City Purchasing Department has advertised and received sealed bids for the purchase of chemicals for use at the City's Water Treatment Plant, for the City's 2021-2022 fiscal year's requirements, and

WHEREAS invitations to bid were issued to twenty-six (26) prospective bidders with a total of twenty (20) bids received by ten (10) bidders, and

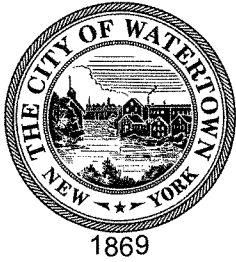
WHEREAS on March 4, 2021, at 11:00 a.m. in the City Purchasing Department, the bids received were publicly opened and read, and

WHEREAS City Purchasing reviewed the bids received with Chief Plant Operator Aaron Harvill of the Water Treatment Plant, and it is their recommendation that the City Council accept the bids from Thatcher Company as detailed below:

Chemical	UOM	Vendor Name	2021-2022
			Unit Price
Soda Ash	Ton	Thatcher Company	\$379.517

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bids submitted by Thatcher Company as detailed above, being the lowest qualifying bidder meeting City specifications, for the purchase of Soda Ash for use at the City's Water Treatment Plant.

Seconded by



CITY OF WATERTOWN, NEW YORK

ROOM 302, CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380
E-MAIL DMorrow@watertown-ny.gov
Phone (315) 785-7749 Fax (315) 782-9014

Dale Morrow
Purchasing Manager

Res No. 15

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Dale Morrow, Purchasing Manager
SUBJECT: Bid 2021-08 – Process Chemicals – Dry Polymer - WWTP
DATE: 3/8/21

The City's Purchasing Department advertised in the Watertown Daily Times on February 9, 2021, calling for sealed bids for Process and Disinfection Chemicals for Water Treatment and Pollution Control Plants, as per City specifications.

Invitations to bid were issued to five (5) prospective bidders. The City received one (1) sealed bid submittal. The Purchasing Department publicly opened and read the sealed bid on March 4, 2021, at 11:15 am local time.

See Bid Tab below:

Description	Qty.	Amrex Chemical	
		Binghamton, NY	
		Unit Price	Total Price
Dry Polymer 50,000 lbs.		\$3.65	\$182,500.00

I have reviewed the bid submittal and Mark Crandall, Chief Plant Operator at the Sewage Treatment Plant, has recommended the following in which I concur:

Staff recommends that City Council reject the bid for Dry Polymer as Amrex failed to send samples for testing per City specifications. This will go out for a rebid in April 2021.

Attached is a resolution rejecting this bid for Council consideration.

RESOLUTION

Page 1 of 1

Rejecting Bid for Chemicals at the
Waste Water Treatment Plant

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City Purchasing Department has advertised and received sealed bids for the purchase of process and disinfection chemicals for use at the City's Waste Water Treatment Plant, for the City's 2021-2022 fiscal year's requirements, and

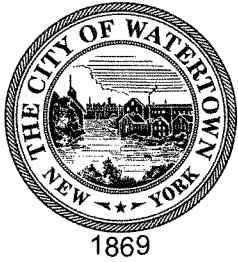
WHEREAS invitations to bid were issued to five (5) prospective bidders with a total of one (1) bid received, and

WHEREAS on March 4, 2021, at 11:15 a.m. in the City Purchasing Department, the bid received was publicly opened and read, and

WHEREAS City Purchasing reviewed the bid received with the Waste Water Treatment Plant, and it is their recommendation that the City Council reject the bid received,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown reject the bid received for Process Chemicals – Dry Polymer - WWTP, per City specifications, in order for the bid to be re-bid at a later date.

Seconded by



CITY OF WATERTOWN, NEW YORK

ROOM 302, CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380
E-MAIL DMorrow@watertown-ny.gov
Phone (315) 785-7749 Fax (315) 782-9014

Dale Morrow
Purchasing Manager

Res No. 16

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Dale Morrow, Purchasing Manager
SUBJECT: Bid 2021-09 – Process Chemicals – Ferric Chloride - WWTP
DATE: 3/8/21

The City's Purchasing Department advertised in the Watertown Daily Times on February 9, 2021, calling for sealed bids for Process and Disinfection Chemicals for Water Treatment and Pollution Control Plants, as per City specifications.

Invitations to bid were issued to five (5) prospective bidders. The City received two (2) sealed bid submittals by two (2) bidders. The Purchasing Department publicly opened and read the sealed bids on March 4, 2021, at 11:30 am local time.

I have reviewed the bid submittals and Mark Crandall, Chief Plant Operator at the Sewage Treatment Plant, has recommended the following in which I concur:

Ferric Chloride	Kemira Water Solutions	\$780.00/ton
	4321 W. 6 th Street	
	Lawrence, KS 66049	

See Bid Tab below:

Description	Qty.	Kemira		PVS Technologies	
		Lawrence, KS		Detroit, MI	
		Unit Price	Total Price	Unit Price	Total Price
Ferric Chloride 305 Ton		\$780.00	\$237,900.00	\$805.00	\$245,525.00

Attached is a resolution for Council consideration.

RESOLUTION

Page 1 of 1

Accepting Bid for Chemicals at the
Waste Water Treatment Plant,
Kemira Water Solutions

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City Purchasing Department has advertised and received sealed bids for the purchase of process and disinfection chemicals for use at the City's Waste Water Treatment Plant, for the City's 2021-2022 fiscal year's requirements, and

WHEREAS invitations to bid were also issued to five (5) prospective bidders with a total of two (2) bids received, and

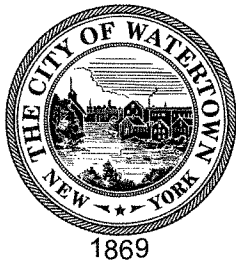
WHEREAS on March 4, 2021, at 11:30 a.m. in the City Purchasing Department, the bids received were publicly opened and read, and

WHEREAS City Purchasing Manager Dale Morrow reviewed the bids received with the Waste Water Treatment Plant, and it is their recommendation that the City Council accept the bids from Kemira Water Solutions as detailed below:

Description	Company	2021-2022
		Unit Price
Ferric Chloride 305 Dry Ton	Kemira Water Solutions	\$780.00

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bids submitted by Kemira Water Solutions as detailed above, being the lowest qualifying bidder meeting City specifications, for the purchase of Ferric Chloride 305 Dry Ton for use at the City's Waste Water Treatment Plant.

Seconded by



CITY OF WATERTOWN, NEW YORK

ROOM 302, CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380
E-MAIL DMorrow@watertown-ny.gov
Phone (315) 785-7749 Fax (315) 782-9014

Dale Morrow
Purchasing Manager

Res No. 17

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Dale Morrow, Purchasing Manager
SUBJECT: Bid 2021-10 – Disinfection Chemicals - WWTP
DATE: 3/8/21

The City's Purchasing Department advertised in the Watertown Daily Times on February 9, 2021, calling for sealed bids for Process and Disinfection Chemicals for Water Treatment and Pollution Control Plants, as per City specifications.

Invitations to bid were issued to five (5) prospective bidders. The City received five (5) sealed bid submittals by five (5) bidders. The Purchasing Department publicly opened and read the sealed bids on March 4, 2021, at 11:45 am local time.

I have reviewed the bid submittals and Mark Crandall, Chief Plant Operator at the Sewage Treatment Plant, has recommended the following in which I concur:

Sodium Hypochlorite	Slack Chemical 465 S. Clinton Street Carthage, NY 13619	\$0.9973/Gal
---------------------	---	--------------

Sodium Bisulfite Solution	Slack Chemical 465 S. Clinton Street Carthage, NY 13619	\$1.598/Gal
---------------------------	---	-------------

See Bid Tab below:

Description		Holland Company	Slack Chemical Co	Kuehne Chemical Co	Amrex Chemical	PVS Chemical Solutions
		Adams, MA	Carthage, NY	Kearny, NJ	Binghamton, NY	Detroit, MI
Sodium Hypochlorite (40,000)	Gallon	No Bid	\$0.9973	No Bid	\$1.18	No Bid
Sodium Bisulfite Solution (20,000)	Gallon	\$2.11	\$1.598	No Bid	\$1.61	\$1.99

Attached is a resolution for Council consideration.

RESOLUTION

Page 1 of 1

Accepting Bid for Chemicals at the
Waste Water Treatment Plant
Slack Chemical

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City Purchasing Department has advertised and received sealed bids for the purchase of chemicals for use at the City's Waste Water Treatment Plant, for the City's 2021-2022 fiscal year's requirements, and

WHEREAS invitations to bid were also issued to five (5) prospective bidders with a total of five (5) bids received, and

WHEREAS on March 4, 2021, at 11:45 a.m. in the City Purchasing Department, the bids received were publicly opened and read, and

WHEREAS City Purchasing Manager Dale Morrow reviewed the bids received with the Waste Water Treatment Plant, and it is their recommendation that the City Council accept the bids from Slack Chemical Company, Inc., as detailed below:

Description	Company	2021-2022
		Unit Price
Sodium Hypochlorite - Gallons	Slack Chemical Co., Inc.	\$0.9973
Sodium Bisulfite Solution - Gallons	Slack Chemical Co., Inc.	\$1.598

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bids submitted by Slack Chemical Company, Inc., as detailed above, being the lowest qualifying bidder meeting City specifications, for the purchase of Sodium Hypochlorite and Sodium Bisulfite Solution for use at the City's Waste Water Treatment Plant.

Seconded by

Res No. 18

March 8, 2021

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Sale of 328 Keyes Avenue

The City issued itself a tax deed to 328 Keyes Avenue on July 15, 2020 for the non-payment of property taxes. The former property owner, Paul Springer, filed for bankruptcy protection on September 29, 2020. His attorney has filed an adversary proceeding with the bankruptcy court seeking to reverse the property transfer due to the inequity between the value of the property received as compared to the amount of outstanding property taxes owed.

Staff is recommending transferring title back to Paul Springer based upon the legal advice of Christina Stone (memorandum attached). The City will be repaid the outstanding taxes with additional interest through the bankruptcy plan. The Trustee in bankruptcy has already sent multiple payments to the City. Because this is a secured debt, the City will be one of the first creditors to be paid in full. Paul Springer will also be required to keep his post-petition real property taxes current.

RESOLUTION

Page 1 of 1

Authorizing Sale of 328 Keyes Avenue
To Paul Springer

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS there has heretofore been bid in by the City of Watertown at a tax sale a certain lot of land known as 328 Keyes Avenue, approximately 66' x 133' in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 11-07-220.000, and

WHEREAS title to said land has since been retained by the City of Watertown on July 14, 2020 as acquired at said tax sale, which title was retained by reason of the failure of anyone to redeem the same, and

WHEREAS said real property has never been assigned by the Council for a public use, and

WHEREAS the former owner of the property, Paul Springer, filed for protection under Chapter 13 of the United States Bankruptcy Law on September 29, 2020, and

WHEREAS the former property owner's attorney has filed an adversary proceeding in bankruptcy court to void the preferential transfer of the debtor's residence, and

WHEREAS the City Council desires to resolve the Adversary Proceeding with the former property owner, Paul Springer, pursuant to a Stipulation and Order Settling the Adversary Proceeding to be filed in the United States Bankruptcy Court, Northern District of New York, and

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the City transfer ownership of 328 Keyes Avenue, parcel No. 11-07-220.000, to Paul Springer, and

BE IT FURTHER RESOLVED that the Mayor, Jeffrey M. Smith be and he hereby is authorized, empowered and directed to execute and deliver a Quit Claim Deed of said real property to Paul Springer in care of Mark Swimelar, Chapter 13 Bankruptcy Trustee.

Seconded by

SLYE LAW OFFICES, P.C.

MEMORANDUM

TO: James Mills, City Comptroller
FROM: Christina E. Stone, Esq.
DATE: February 26, 2021
RE: Paul Springer, Chapter 13 Bankruptcy

Paul Springer (“Springer”) owner of real property located at 328 Keyes Avenue in the City of Watertown failed to pay his real property taxes. The City after completing its tax foreclosure proceedings as outlined by the City Charter issued itself a tax deed to Springer’s property on or about June 29, 2020. Thereafter, Springer filed for protection under Chapter 13 of the United States Bankruptcy Law on September 29, 2020. Springer has now commenced what is called an adversarial proceeding in Bankruptcy Court. An adversarial proceeding is a separate lawsuit commenced within the bankruptcy case. Springer has commenced action against the City claiming violation of 11 USC Sections 547 and 548 – a fraudulent transfer made by the City in issuing itself a tax deed to Springer’s property. Springer seeks in his adversarial proceeding to have the real property reconveyed to himself.

Fraudulent transfers and obligations under section 548 permits a bankruptcy trustee or a debtor in possession to avoid transfers of an interest in property within 2 years of the date in which the bankruptcy petition was filed under certain circumstances. To establish the elements of a constructively fraudulent transfer under 11 USC § 548(a)(1)(B) the trustee must show the following: 1. Debtor had an interest in the property; 2. A transfer of that interest occurred within 2 years of filing the bankruptcy petition; 3. Debtor was insolvent or became insolvent at

the time of the transfer; and 4. Debtor received less than reasonably equivalent value exchange for the transfer.

The question is whether Springer by filing bankruptcy can thwart the City's ability to conduct tax sales in accordance with its City Charter provisions. The Courts in prior cases have answered affirmatively; yes, a debtor can avoid a prior transfer made in a tax foreclosure proceeding on the grounds that the debtor did not receive a reasonably equivalent value as required under the statute. The Courts have found that the amount of a tax lien is no evidence of the property's value. See, County of Clinton v. Warehouse at VanBuren Street, Inc., 496 BR 278 (NDNY 2013), In re Canandaigua Land Development, LLC, 521 BR 457 (WDNY 2014). Courts have sided with the debtors in bankruptcy in recognizing an unfairness in allowing municipalities to receive a massive windfall when a tax lien is a mere fraction of the price of the property seized. See, In re King Center Corp, 573 BR 384 (EDNY 2017).

Springer's real property on Keyes Avenue is assessed in the amount of \$148,587.00. The taxes owed on the property at the time the City acquired the tax deed totaled approximately \$13,674.00.

As a result of the tax sale and the City taking title to his Keyes Avenue home, Springer filed Chapter 13. This means he will have to repay a portion of his debts to his creditors. His intention under his Chapter 13 Plan is to pay the City all the taxes owed. The City will be repaid all of the back taxes with interest at the rate of 12%. He is also required to keep current post petition taxes (taxes which have accrued since Springer's bankruptcy). Those post-petition tax obligations, if not paid, may result in dismissal of Springer's bankruptcy case and the deed to the Keyes Avenue property remaining in the hands of the City.

I would recommend that the City reconvey the property back to Springer with the Trustee holding the deed in escrow pending the City's receipt of all the tax payments due the City made under Springer's bankruptcy plan. If Springer defaults under his Plan or fails to keep current on his post-petition tax payments to the City, the City could and should seek immediate dismissal of Springer's bankruptcy, the return of the escrowed deed and retain all payments previously made under the plan. A stipulation of settlement with the conditions set forth above must be executed between the parties to discontinue the adversarial proceeding. Any breach of said stipulation would result in the City regaining title to the premises as forementioned.

Please advise if you have any questions concerning the above.

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF NEW YORK**

IN RE:

**Paul Springer
(Last four SSN: 4898)**

**Chapter 13
Case No: 20-30969**

Debtor.

Paul Springer

Plaintiff.

Adversary Case No

-vs-

**CITY OF WATERTOWN and
JAMES E. MILLS, JEFFERSON COUNTY
COMPTROLLER**

Defendants.

COMPLAINT SEEKING TO:

**TO VOID THE PREFERENTIAL TRANSFER OF DEBTORS' RESIDENCE
THROUGH CITY TAX FORECLOSURE PURSUANT TO 11 U.S.C. Section 547;
TO VOID THE FRAUDULENT TRANSFER OF THE DEBTORS RESIDENCE
THROUGH CITY TAX FORECLOSURE PURSUANT TO 11 U.S.C. Section 548.**

DEBTOR/PLAINTIFF, by and through his attorney Anthony Inserra, for his adversary complaint against the defendant(s), alleges as follows:

1. Debtor/Plaintiff in the instant adversary complaint is an individual whose residence is located at 328 Keyes Avenue, Watertown, New York, Jefferson County, State of New York.
2. Defendant, City of Watertown (hereinafter referred to as "City") is a duly incorporated municipality formed under and existing pursuant to the law of the State of New York with principal offices located at 245 Washington Street, Watertown, New York, County of Jefferson and State of New York;
3. Defendant, James E. Mills is the Jefferson County Comptroller and maintains an office at 245 Washington Street, Suite 203, Watertown, New York, Jefferson County, and State of New York.

JURISDICTION

4. This Court has jurisdiction of this action pursuant to 28 U.S.C. Sections 1344(a) and U.S.C. Sections 157(a), 157(b)(1) and 1334(b) in that the above referenced bankruptcy proceeding has been filed in the United States Bankruptcy Court for the Northern District of New York under case no. 20-30969.

5. This is a “core proceeding” under 28 U.S.C. Section 157(b)(2) and venue is proper.

PROCEDURAL BACKGROUND

6. Upon information and belief, the defendants commenced an in rem property foreclosure against the Debtor/Plaintiff for unpaid real property taxes to which the Debtor/Plaintiff has not formally interposed an answer.

7. Upon information and belief, the defendants gave the debtor/plaintiff until June 22, 2020 to redeem his property, which they have referred to as the last date of redemption.

8. The real property was transferred to the City of Watertown on July 14, 2020. See **Exhibit 1** for a copy of the redemption letter and Jefferson County property sale information.

9. The Debtor/Plaintiff commenced the above referenced Chapter 13 bankruptcy proceeding on September 8, 2020 and was issued case no. 20-30969.

10. The Debtor/Plaintiff lists the approximate value of this residence as \$148,587 which is the value the City gave this property when it assessed it for the collection of real property taxes. (The real property is in disrepair and is more accurately valued at approximately \$100,000.)

11. Upon information and belief, the Debtor/Plaintiff believed that he owed the City

approximately \$13,674 in delinquent pre-petition taxes as of the date he filed his Chapter 13.

COUNT I: DEBTOR/PLAINTIFF SEEKS TO VOID THE PREFERENTIAL TRANSFER OF DEBTOR/PLAINTIFF'S RESIDENCE THROUGH CITY OF WATERTOWN TAX FORECLOSURE PURSUANT TO 11 U.S.C. Section 547;

12. Debtor/Plaintiff repeats and realleges the assertions contained within paragraphs "1" through "11" as if each were set forth at length herein.

13. 11 U.S.C. Section 547(b) provides that the Chapter 13 Trustee may void a preferential transfer.

14. The Debtor/Plaintiff may utilize the provisions of the bankruptcy Code to set aside a transfer of real property made in connection with an in rem tax foreclosure pursuant to Article 11 of the NYRPTL *Herkimer Forest Prod. Corp. vs. Cnty of Clinton (In re Herkimer Forest Prods. Corp., 2005 Bankr. LEXIS 3260 (Bankr. N.D.N.Y. July 26, 2005).*

15. In order to establish a preferential transfer, the debtor/plaintiff must establish the following facts regarding the transfer:

16. (b)(1) "to the benefit of a creditor"- City of Watertown involuntarily transferred the Debtor/Plaintiff's interest in 328 Keyes Avenue, Watertown, New York with the intent of satisfying its outstanding tax claim;

17. The involuntary transfer was made solely for the benefit of City of Watertown;

18. (b)(2) "on account of an antecedent Debtor/Plaintiff owed by the Debtor/Plaintiff before such transfer was made"- for real property tax debts owed by the Plaintiff pre-petition;

19. It is uncontested that the Debtor/Plaintiff owed these debts pre-petition.

20. (b)(3)"made while the Debtor/Plaintiff was insolvent"- whereby the Debtor/Plaintiff was denied a payment arrangement with the City of Watertown and was not solvent to pay the entire balance owed to City of Watertown.

21. The Debtor/Plaintiff was insolvent prior to the transfer and remains so to this date.

22. (b)(4)(a)"made within 90 days before the date of the filing of the petition" the last day to redeem was June 22, 2020 and the transfer of ownership to the City of Watertown was July 14, 2020 and the date the Debtor/Plaintiff filed his Chapter 13 was September 8, 2020, well within this time period.

23. (b)(5)(a)"that enables such creditor to receive more then it would had the Debtor/Plaintiff filed Chapter 7"- with the Debtor/Plaintiff's homestead exemption, the creditor would have received no distribution in a hypothetical Chapter 7.

24. The City has transferred from the debtor/plaintiff's real property valued at \$148,587 for debt in the amount of approximately \$13,674 which represents a preferential transfer of this property which can be voided. (The real property is in disrepair and is more accurately valued at approximately \$100,000.)

25. As such, the debtor/plaintiff seeks to void the City of Watertown preferential transfer of his residence through in rem tax foreclosure.

COUNT II: DEBTOR/PLAINTIFF SEEKS TO VOID THE FRAUDULENT TRANSFER OF DEBTOR/PLAINTIFF'S RESIDENCE THROUGH CITY OF WATERTOWN TAX FORECLOSURE PURSUANT TO 11 U.S.C. Section 548;

26. Debtor/Plaintiff repeats and realleges the allegations contained within paragraphs "1"

through “25” as if each were set forth in length herein.

27. 11 U.S.C. Section 548 provides that the Chapter 13 Trustee may void any fraudulent transfer involving an asset of the Debtor/Plaintiff if the following:

28. To prevail on a claim under 11 U.S.C. Section 548 the Debtor/Plaintiff must establish:

29. The Debtor/Plaintiff had an interest in the property: the Debtor/Plaintiff was the title owner prior to the City of Watertown tax foreclosure sale and transfer of title to the City of Watertown on July 14, 2020;

30. The Transfer of that interest occurred within two (2) years of the filing the bankruptcy proceeding dated September 8, 2020 with the last day to redeem dated June 22, 2020 and the transfer of ownership to the City of Watertown dated July 14, 2020.

31. Debtor/Plaintiff was insolvent at the time of this transfer or became insolvent, whereby the Debtor/Plaintiff was denied a payment arrangement with the City of Watertown and was not solvent to pay the entire balance owed to City of Watertown.

32. Debtor/Plaintiff received less than a reasonably equivalent value in exchange for such transfer. The Debtor/Plaintiff lost an asset with a value of approximately \$148,587 for a sum of money which the Debtor/Plaintiff anticipates around \$13,674. (The real property is in disrepair and is more accurately valued at approximately \$100,000.)

33. The in rem tax foreclosure of the Debtor/Plaintiff’s residence located at 328 Keyes Avenue, Watertown, New York, County of Jefferson and State of New York is voidable pursuant to 11 U.S.C. Section 548 due to its fraudulent nature.

34. Debtor’s counsel has been awarded total fees of \$4,500 in this case to date. As of the date of this affirmation, debtor’s counsel has been compensated \$4,500 leaving a balance of \$0 to be paid through the Chapter 13 plan. Debtor’s counsel is unaware of any prior counsel having

been paid to represent the debtor in any prior bankruptcy proceeding. The debtor's attorney requests compensation of an additional fee of \$650 to be paid through the Chapter 13 plan in connection with the preparation and disposition of the adversary proceeding.

WHEREFORE, Debtor/Plaintiff requests an order from this Court voiding the in rem transfer of his residence located at 328 Keyes Avenue, Watertown, New York, County of Jefferson and State of New York together with such other and further relief as this Court deems just and equitable and debtor's attorney be compensated \$650 to be paid thru the plan in connection with the preparation and disposition of the adversary proceeding.

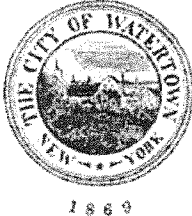
Dated: February 28, 2021

/s/ Anthony Inserra
Anthony Inserra Esq. 501240
Attorney for the Debtor/Plaintiff
531 Washington Street Suite 3401
Watertown, NY 13601
315-786-3498 ainserra@nnymail.com

EXHIBIT 1

CITY OF WATERTOWN, NEW YORK

OFFICE OF THE CITY COMPTROLLER



SUITE 203, CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601

Tel: (315) 785-7754

FAX: (315) 785-7826

E-Mail: jmills@watertown-ny.gov

March 13, 2020

Paul and Kili Springer
328 Keyes Ave
Watertown, NY 13601

To Whom It May Concern:

Notice is hereby given that the following property was sold at public auction as provided by law applicable to the sale of property in the City of Watertown, New York for unpaid taxes.

This property was sold by the City of Watertown, New York on the 21st day of June, 2018. Unless the amount for which such property was sold, together with the interest, taxes, and costs is paid to the City Comptroller in Watertown, New York, on or before the 22nd day of June, 2020, the purchaser will be entitled to a Tax Deed, and thereafter the owner or other persons interested in said land, will be forever debarred from all rights thereto.

The total amount necessary to redeem the parcel, which includes the amount for which the property was sold at the Tax Sale with interest plus any subsequent taxes paid by the holder of the tax sale certificate, computed to the last day on which such redemption can be made is \$13,674.89. Be it known that the last day to redeem the 2018 tax sale certificate is NO LATER THAN MONDAY, JUNE 22, 2020.

CASH, CERTIFIED CHECK, OR OFFICIAL BANK CHECK are the only forms of payment that will be accepted. If property is redeemed prior to the date above, please contact our office for the amount due.

Description of the Property:

Shown on the assessment maps of the City of Watertown, New York as:

Parcel No. 11-7-220, lot size of 66' x 133', located at 328 Keyes Ave.

The purchaser of the Tax Sale Certificate was City of Watertown.

Please contact the City Comptroller's Office at (315) 785-7754 with any questions.

Very truly yours,


James E. Mills
City Comptroller

JEM/aa



Image Mate Online

[Navigation](#) [GIS Map](#) [Tax Maps](#) | [ORPS Links](#) [Assessment Info](#)
[Help](#) [Log In](#)

Residential
Property Info
Owner/Sales
Inventory
Improvements
Tax Info
Report
Comparables

Municipality of City of Watertown			
SWIS:	221800	Tax ID:	11-07-220.000
Account #:	11062770		
Tax Map ID / Property Data			
Status:	Active	Roll Section:	Wholly Exem
Address:	328 Keyes Ave		
Property Class:	210 - 1 Family Res	Site Property Class:	210 - 1 Family Res
Ownership Code:			
Site:	Res 1	In Ag. District:	No
Zonning Code:	RC - Residential C	Bldg. Style:	Old style
Neighborhood:	00506 -	School District:	Watertown
Property Description:	66x133 1107220		
Total Acreage/Size:	66 x 133	Equalization Rate:	---
Land Assessment:	2020 - \$13,000 2019 - \$13,000	Total Assessment:	2020 - \$136,700 2019 - \$136,700
Full Market Value:	2020 - \$148,587 2019 - \$148,600		
Deed Book:	2020	Deed Page:	8222
Grid East:	998546	Grid North:	1447088
Special Districts for 2020			
No information available for the 2020 roll year.			

Photo 1 of 2

Maps
View Tax Map
Pin Property on GIS Map
View in Google Maps
View in Bing Maps
Map Disclaimer



Image Mate Online

[Navigation](#) [GIS Map](#) [Tax Maps](#) | [ORPS Links](#) [Assessment Info](#)
[Help](#) [Log In](#)

Residential

Property Info

Owner/Sales

Inventory

Improvements

Tax Info

Report

Comparables

Municipality of City of Watertown

SWIS:	221800	Tax ID:	11-07-220.000
Account #:	11062770		

Ownership Information

Name	Address
City of Watertown	245 Washington St Watertown NY 13601

Sale Information

Sale Date	Price	Property Class	Sale Type	Prior Owner
7/14/2020	\$56,302	210 - 1 Family Res	Land & Building	Springer, Paul
	Value Usable	Arms Length	Deed Book	Deed Page
	No	No	2020	8222

1-22-217.000
in City of
Watertown
2-01-307.000
in City of
Watertown
2-01-308.000
in City of
Watertown
2-01-309.000
in City of
Watertown
2-08-107.001
in City of
Watertown
5-16-320.200
in City of
Watertown
6-04-103.000
in City of
Watertown
6-08-167.000

Photo 1 of 2

Maps

[View Tax Map](#)
[Pin Property on GIS Map](#)
[View in Google Maps](#)
[View in Bing Maps](#)
[Map Disclaimer](#)

March 8, 2021

To: The Honorable Mayor and City Council

From: Michael A. Lumbis, Planning and Community Development Director

Subject: Community Development Block Grant (CDBG) 2021-2025 Consolidated Plan and 2021 Annual Action Plan

As the City Council is aware, Staff has been working on the City's CDBG 2021-2025 Consolidated Plan and 2021 Annual Action Plan. The plans were discussed at the February 8, 2021 work session and a public hearing was held on March 1, 2021 to solicit public input. In addition to the public hearing, Staff sent email correspondence to the partner agencies identified in our CDBG Citizen Participation Plan and discussed the proposed plans with our Citizens Advisory Board, Advantage Watertown, on February 11, 2021.

At the work session, Staff provided an overview of the CDBG program, discussed draft goals for the Consolidated Plan and discussed potential projects for inclusion on the 2021 Annual Action Plan. Based on Council's comments and suggestions, the consolidated plan goals have been revised as follows:

Goal 1. Neighborhood Stabilization and Revitalization. Low- and moderate-income neighborhoods will be improved through the construction of public infrastructure improvements and the elimination of blighting influences in target areas. Public infrastructure projects include, but are not limited to, sidewalk and street reconstruction, complete streets improvements, utilities, lighting, technology, neighborhood facilities, historic preservation, facilities for persons with special needs and handicapped accessibility projects. Blight elimination includes the demolition of buildings in target areas or other areas in order to stop the spread of blighting influences throughout the City.

Goal 2. Affordable Housing Rehabilitation. Rehabilitate owner-occupied and rental properties for low- and moderate-income persons, with an emphasis on those properties that will contribute to neighborhood stabilization and revitalization.

Goal 3. Homeownership Assistance. Provide homeownership assistance to low- and moderate-income families to increase the number of owner-occupied households and to help stabilize and revitalize neighborhoods throughout the City.

Goal 4. Environment and Quality of Life Enrichment. Improve environmental conditions by addressing environmental equity and environmental justice issues in low- and moderate-income neighborhoods by constructing physical improvements such as parks, playgrounds, trails, rain gardens and other green infrastructure, implementing renewable energy initiatives, eliminating combined sewer overflows, narrowing streets to provide increased greenspace, tree planting, tree pit expansion and enhancements, and other urban forestry initiatives such as hazardous tree removal and invasive species management.

Goal 5. Fair Housing Education. Reduce barriers to fair housing by increasing knowledge in the community of fair housing rights through education, marketing, outreach, training and technical assistance.

Goal 6. Homeless Assistance. Support the Points North Housing Coalition, the local Continuum of Care, and other local agencies that are working to prevent homelessness through support of the Annual Point-In-Time Count, services for homeless persons, and long-term planning to address homelessness in the community.

Goal 7. Public Services Support. Support agencies that are working to address social issues and concerns within the community including, but not limited to, crime prevention and public safety, health services, substance abuse services, education programs, services for senior citizens and recreational services.

Goal 8. Economic Development. Support the efforts of the Watertown Local Development Corporation, the Jefferson County Job Development Corporation, the Jefferson County Industrial Development Agency and other local economic development agencies by partnering with these organizations on various initiatives to advance the reuse and adaptive reuse of strategic development sites, including brownfields, to retain key industries, attract businesses and create jobs.

Goal 9. Planning and Administration. Conduct planning studies as needed to develop neighborhood revitalization strategies and to inform the development of consolidated plans and annual action plans and administer the City's CDBG Program including project management and the development of annual plans and reports.

HUD recently informed the City that our 2021 Program Year CDBG allocation will be \$930,085. Based on the discussion at the Council work session Staff is proposing the following projects and associated budgets for the 2021 Annual Action Plan:

Proposed PY 2021 Projects

Grant Street Sidewalk Project	\$350,000.00
Thompson Park ADA Ramps	\$75,000.00
North Hamilton Playground Basketball Court	\$12,500.00
Demolition Project	\$35,000.00
Tree Planting Project	\$10,000.00
Owner Occupied Housing Rehabilitation	\$196,000.00
Homebuyer Program	\$140,000.00
Homeless Assistance	\$10,000.00
Fair Housing Education	\$5,000.00
WCSD Food for Families Program	\$6,500.00
Smoke Detector Program	\$5,000.00
Seward Street Reconstruction Design	\$25,000.00
Program Administration	\$60,085.00
Total	\$930,085.00

In order to stay on schedule to submit our Consolidated Plan and Annual Action Plan by the May 15, 2021 deadline, our draft plans must be completed and be made available for public review and comment by March 24, 2021. If the Council concurs with the proposed goals and projects identified above, Staff will finalize the draft plans accordingly and will make them available to the public for the required 30-day public comment period. At the conclusion of the comment period, the plan will be finalized and presented to the City Council for adoption at the May 3, 2021 meeting.

March 10, 2021

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Adjourn Meeting to March 29, 2021

The City of Watertown is required to submit our Police Reform Plan to New York State by the end of March. As such, it is suggested that City Council adjourn tonight's meeting to Monday, March 29, 2021. City Council will be presented with a Resolution to Adopt the Police Reform Plan at that meeting.